



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
SEPTEMBER 24, 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
September 24, 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. September 3, 2026, Regular Board Meeting Minutes
- F. Old Business
 - 1. Update Regarding Revocation of Flock Cameras
 - 2. Update on Landscape Cutbacks for Visibility
- G. New Business
 - 1. Presentation by the City of Palm Beach Gardens Police Department
 - 2. Consider Approval of Avenir Development Land Conveyance to Avenir CDD 2026
 - 3. Consider Approval of Avenir Development Agricultural Parcel - Community Garden, Farm, & Dog Park
 - 4. Consider Approval of Avenir Pod 11 - Lake Perimeter Wall Plans
 - 5. Consider Approval of Avenir Pod 10 - Maintenance Agreement, Landscape Maintenance & Lake Interconnect Easement
 - 6. Consider Approval of Avenir Pod 11 - Maintenance Agreement, Landscape Maintenance & Lake Interconnect Easement
 - 7. Consider Approval of Avenir Parcel B - Maintenance Agreement & Landscape Maintenance Easement
 - 8. Consider Approval of Avenir CDD S-3 Basin West Boundary Perimeter Fence Proposal (EW Consultants) (\$39,500.00)
 - 9. Consider Approval of Avenir CDD N-1 N-2 & Coconut Blvd Silt Fence Removal Proposal (EW Consultants) (\$30,270.00)
 - 10. Consider Approval of Avenir CDD Coconut Boulevard Conveyance Swale Planting (EW Consultants) (\$82,500.00)
 - 11. Consider Approval of Avenir CDD Coconut Boulevard Conveyance Swale Compliance Monitoring (EW Consultants) (\$11,500.00)
 - 12. Consider Approval of Avenir CDD West Perimeter Berm Planting Services Proposal (EW Consultants) (\$34,500.00)
 - 13. Consider Approval of Avenir CDD N-2 Outfall Construction Services Proposal (EW Consultants) (\$12,000.00)
 - 14. Consider Approval of Palm Trimming Behind Coral Isles Fence East Break - September 2026 (Arazoza) (\$17,300.00)
 - 15. Consider Approval of Fountain Maintenance Vendor – Apex Fountains Conveyed to the CDD

16. Consider Approval of Avenir Common Area Power Washing

H. Change Orders

1. Consider Approval of CO NO 4 - Avenir Phase Spine Road Phase 5 LS 13 & 14 Pump Upgrade – Revision (Centerline) (\$212,982.57)

I. Consent Agenda

1. Consider Ratification of Consider Ratification of Palm Trimming for Holiday Lighting (Arazoza) (\$10,200.00)
2. Consider Ratification of 2 inch Valve Replacement on Avenir Drive (Arazoza) (\$680.00)
3. Consider Ratification of Blue Agave Replacement Across from East Clubhouse (Arazoza) (\$925.00)
4. Consider Ratification of Bush Hog all Locations - September 2026 (Arazoza) (\$3,825.00)
5. Consider Ratification of Cap Irrigation Heads For Turf At Clubhouse Pool (Arazoza) (\$925.00)
6. Consider Ratification of Coconut Blvd Median Vehicle Damage (Arazoza) (\$9,831.00)
7. Consider Ratification of Plant Replacement for 3 Vehicle Accidents (Arazoza) (\$2,880.00)
8. Consider Ratification of Regency Lake Tree Littoral Replacements (Arazoza) (\$2,000.00)
9. Consider Ratification of Damaged Clock from Lightning Strike Replacement (Arazoza) (3,500.00)
10. Consider Ratification of September 2026 Avenir Quarterly Pump Station Maintenance (Arazoza) (\$4,300.00)
11. Consider Ratification of September 2026 Clubhouse Quarterly Pump Station Maintenance (Arazoza) (\$850.00)
12. Consider Ratification of Fall-Winter 2026 Flowers at Panther and Avenir Beds (Arazoza) (\$11,000.00)
13. Consider Ratification of Fall-Winter 2026 Flowers for East Clubhouse (Arazoza) (\$4,125.00)
14. Consider Ratification of Avenir CDD - Seacoast - Coconut Ext Parcel 3 Easement (Recorded)
15. Consider Ratification of Avenir Spine Road Phase 6 Bill of Sale (SUA)
16. Consider Ratification of Avenir Pod 11 Phase 1 Bill of Sale (SUA)
17. Consider Ratification of Avenir Pod 11 Offsite Bill of Sale (SUA)
18. Consider Ratification of Avenir Pod 21 Phase 1 Bill of Sale (SUA)
19. Consider Ratification of Avenir CDD Pod 11 Playground Equipment & Pour in Place Surfacing (GameTime) (\$266,247.03)
20. Consider Ratification of Avenir CDD Pod 21 Lift Station Fencing (Southern Hoss) (\$21,936.00)
21. Consider Ratification of Pod 11 Revision to Site No. 2 Landscape Plans - Administrative Amendment
22. Consider Ratification of Avenir CDD Dog Park - Landscape Contract (Arazoza) (\$232,276.00)
23. Consider Ratification of Avenir CDD Dog Park - Irrigation Contract (Arazoza) (\$88,075.00)
24. Consider Ratification of Avenir POD 11 Entry Feature Fountain (Aqua Escapes) (\$172,162.00)
25. Consider Ratification of Pod 11 - Lake Fountains Contract Fully Executed (Superior Waterway) (\$39,905.00)
26. Consider Ratification of Pod 21 - Entry Landscape Enhancements Fully Executed (Arazoza) (\$72,970.00)

Items 23–26: Consider Waiving the Bond Requirement Pursuant to Page 11, Item 5(P) of Each Respective Item

27. Consider Ratification of Avenir CDD Pod 10 Buffer Landscape and Irrigation (Arazoza)(\$123,762.00)
28. Consider Ratification of Avenir CDD Stone Gate Entry Feature - Deductive CO# 01 (Construction Trade Partners) (\$20,396.21)
29. Consider Ratification of Avenir CDD Pod 11 Common Area Benches, Trash Bins and Bike Racks (Landscape Forms) (\$45,570.00)

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. Clubhouse Lifestyle Management Report
4. Consider Approval of Vesta Third Amendment Clubhouse Amenity Services Agreement Draft
5. Consider Approval of Avenir Clubhouse Power Washing
6. Discussion Regarding Clubhouse Restaurant
7. Discussion Regarding Dance/Lift Class Request
8. Discussion Regarding Clubhouse Access Data
9. Update Regarding EPIC Forensics and Engineering Report

K. Administrative Matters

A. Board to Complete Required 4 Hours of Ethics Training by December 31, 2026.

B. Next Meeting Scheduled for October 22, 2026.

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

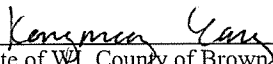
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Legal Clerk


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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
PUBLIC HEARING & REGULAR BOARD MEETING
SEPTEMBER 3, 2026**

A. CALL TO ORDER

The September 3, 2026, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:31 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in the *Palm Beach Post* on October 13, 2025, as part of the District’s Fiscal Year 2025/2026 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

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

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

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

Also present were the following:

Eric Echevarria and Ben Sadler – FCI Residential

Michael McElligott (Financial) of Special District Services, Inc.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Bowden noted one deletion from the agenda. Deletion: Resolution No. 2026-09, Adopting Golf Cart Designation. Staff is in the process of preparing the exhibits associated with the resolution. Additionally, the City of Palm Beach Gardens’ ordinance is anticipated to be placed on the City Council’s September and October meeting agendas.

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

Mr. Sadler, representing FCI Residential, presented a letter to the Board at the beginning of the meeting and requested that the letter be entered into the record.

Mr. Sadler requested that the Board consider reapportioning the Fiscal Year 2026/2027 Operations and Maintenance assessments. He stated that the applicable administrative factors for the debt assessment and assessment methodology should be aligned. Mr. Sadler also requested that the Fiscal Year 2026/2027 budget be adopted consistently with the methodology outlined in his letter. The Board had no comment.

Mr. Leonard complimented the newly opened Avenir Town Center; however, he noted landscaping deficiencies that were creating visibility concerns at certain driveways. Mr. Pierman noted that staff had been provided with a report identifying areas throughout the community requiring trimming to improve visibility. Staff is in the process of addressing the identified areas.

E. APPROVAL OF MINUTES

1. June 25, 2026, Regular Board Meeting

The minutes of the June 25, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously approving the minutes of the June 25, 2026, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

F. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in the *Palm Beach Post* on August 14, 2026, and August 21, 2026, as legally required.

2. Receive Public Comment on Fiscal Year 2026/2027 Final Budget (Limited to 3 minutes per person.)

There was no public comment on the Fiscal Year 2026/2027 Final Budget.

3. Consider Resolution No. 2026-07 – Adopting a Fiscal Year 2026/2027 Final Budget

Resolution No. 2026-07 was presented, entitled:

RESOLUTION NO. 2026-07

**A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT
ADOPTING A FISCAL YEAR 2026/2027 BUDGET.**

Mr. Pierman noted that Vesta had prepared a Clubhouse staffing request and suggested that the request be reviewed prior to consideration of the Final Budget, as presented. Ms. Bowden explained that Vesta had submitted a proposal for additional staffing totaling \$82,555.20 annually.

Following discussion, a **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously increasing District assessments back to the amount indicated in the proposed budget, thereby maintaining funds available, should additional staffing be needed in the future.

Mr. Pierman continued and noted the following adjustments from the Proposed Budget:

Common Area District Items: Base Landscape Maintenance: Increased to include additional clubhouse common areas, with a corresponding reduction to the Clubhouse Landscape Maintenance Contract line item.

Clubhouse Items: Security/Camera Surveillance: Originally budgeted at \$110,000. Following the termination of security services, this line item has been reduced to \$0.00.

Camera Repair & Maintenance: The previously budgeted Surveillance Repair & Maintenance line item of \$0.00 was revised to Camera Repair & Maintenance and is now budgeted at \$20,000.

Pool Maintenance Agreement: \$35,000 added to the budget, as this expense was originally thought to be included within the CDD Maintenance Tech line item.

Mr. Pierman noted that Clubhouse carry-over funds, including Restaurant Expenses, Other/Capital Expenses, Poolside Cabana, and R&R Reserve line items, are being utilized to help keep assessments down. Mr. McElligott confirmed.

Mr. Pawelczyk requested comments from the public and noted that the letter from FCI Residential, which was hand-delivered immediately prior to the start of the meeting, would be included in the meeting minutes.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously adopting Resolution No. 2026-07, as amended.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

G. OLD BUSINESS

Ms. Bowden provided an update regarding the Clubhouse coffee machine card reader, noting that the card reader had been ordered and delivered to the machine vendor. The vendor is awaiting delivery of the required mounting bracket, which has an estimated arrival time of one to two weeks. Once the bracket has been received, an installation date will be scheduled. Ms. Bowden further noted that patrons would be notified of the effective date in which they will begin paying for coffee, which is anticipated to occur in late September.

H. NEW BUSINESS

1. Consider Resolution No. 2026-08 – Adopting a Fiscal Year 2026/2027 Meeting Schedule

Resolution No. 2026-08 was presented, entitled:

RESOLUTION NO. 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Bowden shared the proposed meeting schedule included in the meeting book and noted that, with the exception of October, November, and December, the meeting schedule remained consistent with the current schedule of the fourth Thursday of each month at 12:30 p.m. at the SDS office.

A **motion** was made by Mr. Lopez and seconded by Ms. Schechter adopting Resolution No. 2026-08 – Adopting a Fiscal Year 2026/2027 Meeting Schedule, as presented.

2. Consider 2026 Avenir Somerset Charter School Turkey Trot 5k

Ms. Bowden presented the 2026 Avenir Somerset Charter School Turkey Trot 5K event proposed to be held in the District on November 21, 2026.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the 2026 Avenir Somerset Charter School Turkey Trot 5k to be held on November 21, 2026, as presented.

3. Consider Avenir Common Area Power Washing (Florida Coast) (\$66,570)

Ms. Bowden presented a proposal from Florida Coast Power Washing in the total amount of \$66,570 for pressure washing of District common areas. Following discussion, the Board directed staff to obtain an additional bid for the project for consideration at the next Board meeting.

4. Consider Pump Station Pressure Washing and Paint (Wallcraft Custom) (\$6,890)

Ms. Bowden explained that District Staff had received two proposals for the required maintenance work at the pump station located at the end of Coconut Boulevard: Wallcraft Custom in the amount of \$6,890 and Talent Construction Services in the amount of \$7,750.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the pump station pressure washing and paint proposal submitted by Wallcraft Custom in the amount of \$6,890, as presented.

5. Consider Avenir Mulch – Panther National Boulevard and Publix Access Road (Arazoza) (\$37,500)

Ms. Bowden presented the additional mulch proposal from Arazoza for the remaining areas of the District, including Panther National Boulevard and the Publix Access Road, in the total amount of \$37,500. The proposal reflects the Board's previously approved authorization for mulch installation.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the installation of mulch at Panther National Boulevard and the Publix Access Road by Arazoza in the total project amount of \$37,500, as presented.

6. Consider Phase 1 Cabbage Palm Replacement (Arazoza) (\$42,550)

Ms. Bowden provided a proposal for Phase One of the cabbage palm replacements, consisting of a total of 37 palms located along the District's main roadways, including Coconut Boulevard, Avenir Drive, and Panther National Boulevard.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving Phase One of cabbage palm replacements with Arazoza in the total amount of \$42,550, as presented.

7. Consider Avenir Annual Engineer's Report 2026

Mr. Ballbe explained that the 2026 Avenir Annual Engineer's Report was required pursuant to the District's Master Trust Indenture and summarized the current status of the District's infrastructure and development improvements. He noted updates to certain parcel and lot counts and advised that Spine Roads 1 through 6 were substantially completed, with certain roadway segments still awaiting the final asphalt lift. Mr. Ballbe further advised that a portion of the maintenance responsibilities transferred to the District included the contribution of the mitigation conservation area.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the 2026 Avenir Annual Engineer's Report, as presented.

8. Discussion Regarding Revocation of Flock Cameras

Ms. Bowden explained that Flock cameras were installed on CDD property at each of the District's entrances and reported that staff had received a request seeking to discontinue the use of the cameras and to have the Flock camera system removed.

Mr. Cartlidge expressed concerns regarding oversight and the potential misuse of data collected by the cameras.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and passed unanimously directing Staff to provide Flock with thirty (30) days' notice terminating the agreement and removing all Flock cameras located on District property. District Counsel advised that a formal termination letter would be drafted, if required.

I. CHANGE ORDERS

1. Consider CO No. 2 – Coconut Boulevard Fence & Drainage Revisions (H&J) (\$148,918.81)

Mr. Ballbe explained that Change Order No. 2 for the Coconut Boulevard Extension with H&J in the amount of **\$148,918.81** included revisions to the fencing and drainage improvements.

2. Consider CO NO. 23 – Avenir Phase Two Earthwork Contract – Miscellaneous Earthwork Items (H&J) (\$217,212)

Mr. Ballbe explained that Change Order No. 23 Avenir Phase Two Earthwork Contract - Miscellaneous Earthwork Items with H&J in the amount of \$217,212 included miscellaneous earthwork, removal of excess fill, and lake slope regrading.

3. Consider CO NO. 1 – Avenir Pod 21 Phase One Miscellaneous (H&J) (\$103,285)

Mr. Ballbe explained that Change Order No. 1 Avenir Pod 21 Phase One Miscellaneous with H&J in the amount of \$103,285 included miscellaneous site improvements consisting of fire access roads, ADA ramps, wall backfilling and grading, mail kiosk improvements, and other earthwork-related services.

4. Consider CO NO. 2 – Coconut Boulevard – Fence & Drainage Revisions (H&J) (\$148,918.81)

Ms. Bowden stated that this agenda item was a duplicate of Agenda Item I-1 and that only Agenda Item I-1 should be considered for Board approval.

5. Consider CO No. 3 – Avenir Pod 11 Phase One Conduit Sleeving (Centerline) (\$58,058.22)

Mr. Ballbe explained that Change Order No. 3 in the amount of \$58,058.22 provides funding for Phase One conduit sleeving within the Pod 11 Phase One Water, Sewer, and Drainage Project.

6. Consider CO NO. 4 – Avenir Phase Spine Road Phase 5 LS 13 & 14 Pump Upgrade (Centerline) (\$209,982.57)

Mr. Ballbe explained that Change Order No. 4 Avenir Phase Spine Road Phase 5 LS 13 & 14 Pump Upgrade with Centerline in the amount of \$209,982.57 included pump upgrades at two Lift Stations, installation of water service for entry features, and a water meter for the water main interconnect.

7. Consider CO NO. 4 – Avenir Pod 21 Miscellaneous Items (Centerline) (\$92,760.35)

Mr. Ballbe clarified that this was **Change Order No. 4**, not Change Order No. 2. He further stated that Change Order No. 4 Avenir Pod 21 Miscellaneous Items with Centerline in the amount of \$92,760.35 included Phase Two conduit sleeving, construction of a temporary fire access road and replacement of a drainage inlet grate with a pedestrian-friendly grate.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed approving the above Change Order Items 1 through 7, with Change Order Item No. 4 removed from consideration as it is a duplicate item.

J. CONSENT AGENDA

1. **Consider Ratification of Avenir CDD Termination of Blanket Easement**
2. **Consider Ratification of Partial Release of CDD Encumbrances - Series 2018-1 & Series 2018-2**
3. **Consider Ratification of Partial Release of CDD Encumbrances - Series 2023 Town Center Project**
4. **Consider Ratification of Pod 11 Entry Feature Electrical (AC Quality) (\$24,025)**
5. **Consider Ratification of Pod 11 Entry Feature Roofing (CJM Roofing) (\$4,800)**
6. **Consider Ratification of Pod 11 Entry Feature Shell (Construction Trade Partners) (\$139,022)**
7. **Consider Ratification of Pod 11 Stone Gate Entry Feature Stonework (Titan Stone) (\$42,768)**
Items 4–7: Consider Waiving the Bond Requirement Pursuant to Page 11, Item 5(P) of Each Respective Item
8. **Consider Ratification of Pod 11 Entry Feature Signage (JC Iron Ornamentals) (\$7,700)**
9. **Consider Ratification of Pod 11 Entry Feature Stucco (Progressive Plastering) (\$4,902)**
10. **Consider Ratification of Avenir Pod 17 - Maintenance Agreement**

11. **Consider Ratification of Avenir Pod 17 - Landscape Easement**
12. **Consider Ratification of Avenir Pod 17 - Lake Interconnect Easement**
13. **Consider Ratification of Avenir Pod 19 - Maintenance Agreement**
14. **Consider Ratification of Avenir Pod 19 - Landscape Easement**
15. **Consider Ratification of Avenir Pod 19 - Lake Interconnect Easement**
16. **Consider Ratification of Avenir Pod 19 - Boardwalk Easement Agreement**
17. **Consider Ratification of 16 Pedestrian SL's along Northlake Boulevard Parkway Buffer Pod C (FPL)**
18. **Consider Ratification of Pod 21 Buffer Irrigation (Arazoza)**
19. **Consider Ratification of Pod 21 Buffer Landscape (Arazoza)**
20. **Consider Ratification of Pod 21 Lakes Irrigation (Arazoza)**
21. **Consider Ratification of Pod 21 Lakes Landscape (Arazoza)**
22. **Consider Ratification of Pod 21 Aluminum Beams (JC Iron Ornamental Works) (\$69,400)**
23. **Consider Ratification of Pod 21 Common Area Structures Concrete Work (CCA) (\$102,560)**
24. **Consider Ratification of Pod 21 Common Area Structures Trusses (CCA) (\$3,210)**
25. **Consider Ratification of Pod 21 Install of FPL Feeder & Conduit - Coconut Blvd to Panther National Blvd (SPF) (\$42,385.20)**
26. **Consider Ratification of Pod 21 Lake Ridge Retaining Walls (Signature Privacy Walls) (\$295,815)**
27. **Consider Ratification of Pod 21 Mail Center & Shade Structure Electrical Work (AC Quality Electric) (\$32,985)**
28. **Consider Ratification of Pod 21 Mail Center & Shade Structure Roofing (CJM Roofing) (\$13,000)**
29. **Consider Ratification of Pod 21 Mail Center & Shade Structure Stucco Work (Progressive Plastering) (\$15,734)**
30. **Consider Ratification of Pod 21 Parks Irrigation (Arazoza) (\$192,292.50)**
31. **Consider Ratification of Pod 21 Parks Landscape (Arazoza) (\$197,590)**
32. **Consider Ratification of Pod 21 Street Trees Landscape (Arazoza) (\$117,968)**
33. **Consider Ratification of Pod 21/19 Park Retaining Walls (Signature Privacy Walls) (\$150,585)**
34. **Consider Ratification of Bald Cypress Replacement at Orchid Isles (Arazoza) (\$4,725)**
35. **Consider Ratification of Bald Cypress Replacement at Regency (Arazoza) (\$900)**
36. **Consider Ratification of Bush Hog East Berm Firebreak July 2026 (Arazoza) (\$1,275)**
37. **Consider Ratification of Bush Hog East Berm Firebreak August 2026 (Arazoza) (\$1,275)**
38. **Consider Ratification of Bush Hog Publix Swale July 2026 (Arazoza) (\$975)**
39. **Consider Ratification of Bush Hog Publix Swale August 2026 (Arazoza) (\$975)**
40. **Consider Ratification of Bush Hog East Side of Panther National July 2026 (Arazoza) (\$925)**
41. **Consider Ratification of Bush Hog East Side of Panther National August 2026 (Arazoza) (\$925)**
42. **Consider Ratification of Weedeat East Berm Aluminum Fence July 2026 (Arazoza) (\$650)**
43. **Consider Ratification of Weedeat East Berm Aluminum Fence August 2026 (Arazoza) (\$650)**

44. **Consider Ratification of Revised Palm Replacements - Coconut Boulevard (Arazoza) (\$11,500)**
45. **Consider Ratification of Regency Pumpstation Clamps & Seals Replacement (Arazoza) (\$6,000)**
46. **Consider Ratification of Green Buttonwood Damaged by Car Accident (Arazoza) (\$572)**
47. **Consider Ratification of Vehicle Damage - Small Roundabout End of Avenir Drive (Arazoza) (\$746)**
48. **Consider Ratification of 2-inch & 1.5-inch Valve Replacements on Coconut Boulevard (Arazoza) (\$1,200)**
49. **Consider Ratification of Pod 16 Replat - Kolter**
50. **Consider Ratification of Clubhouse Pickle Ball & Tennis Court Electrical Work (Intrepid) (\$1,488.34)**
51. **Consider Ratification of Clubhouse Irrigation Pump Motor Replacement (Arazoza) (\$7,975)**
52. **Consider Ratification of Clubhouse Irrigation Pumpstation Relief Valve & Pressure Tank Replacement (Arazoza) (\$1,440)**
53. **Consider Ratification of Avenir Mecca Mains SUA Requested Repairs (Centerline) (\$12,853.13)**

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed ratifying Consent Agenda Items 1 through 53, as presented, including the waiver of the bond requirement pursuant to Page 11, Item 5(P) of each respective contract associated with Items 4 through 7.

J. CLUBHOUSE

Prior to clubhouse public comment, Ms. Bowden provided an update on the previously approved Clubhouse Turf Project. She explained that the project would be completed by a new vendor and noted that the Board had previously approved the project in the amount of \$17,574. The new vendor, Turf Girl, submitted a proposal for \$16,000, which is below the previously approved budget amount. Ms. Bowden further advised that staff had prepared an updated agreement for execution. The Board acknowledged the update.

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

There were no comments at this time.

2. Clubhouse Management Report

Vesta representative, Mr. Baldwin presented the Clubhouse Management Report and noted that numerous maintenance and improvement projects had been completed, including repairs and replacement of several clubhouse and amenity motors, installation of locker room locks, the cleaning of clubhouse facilities and amenities, and increased fountain maintenance. Ongoing efforts include obtaining proposals for additional security cameras, leveling pool deck pavers, replacing pavilion ceiling fans, and installing cameras at the pickleball and tennis courts. Future considerations include construction of a storage roof over the shed/dumpster area and roof cleaning.

3. Clubhouse Lifestyle Management Report

Vesta Representative, Ms. Chiamonte provided the Lifestyle Management Report and highlighted recent resident events, community outreach efforts, and upcoming programming at The Blue Heron Clubhouse.

The July 4th Pool Party celebration attracted over 200 residents and featured food vendors, live entertainment, sponsor participation, children's activities, and poolside amenities. The event was reported as a successful community gathering.

The Summer Snacks program provided weekly poolside food and beverage offerings throughout July and August and was well utilized by residents.

Staff reported successful community outreach through multiple back-to-school drives benefiting local children, Somerset School, and foster families within the community.

The recurring Family Music & Toddler Play program continues to attract consistent participation, with approximately 10 to 15 families attending weekly. Staff noted that the program had helped foster connections among young families within the community.

Upcoming lifestyle programming includes educational, recreational, family, and charitable events through September, including a charity pickleball tournament, movie night, art classes, food drives, and food truck events. Ongoing fitness, tennis, pickleball, and family programming will continue.

Staff also presented proposed seasonal programming events in partnership with The Nest, including poolside service, specialty dining events, themed evenings and brunches that would begin in October 2026.

4. Consider Fountain Feature Spare Pump Motor (Sullivan Electric) (\$1,666.17)

Ms. Bowden noted that spare pumps were previously approved and purchased in December 2025. The current proposal is for the purchase of an additional 5 HP pump for the Avenir Drive Fountain.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed authorizing the purchase of the motor pump from Sullivan Electric in the amount of \$1,666.17.

5. Consider Avenir Clubhouse Power Washing (Florida Coast) (\$8,520.05)

Ms. Bowden presented a proposal from Florida Coast Power Washing in the amount of \$8,520.05 for pressure washing services at The Blue Heron Clubhouse. Consistent with the Board's direction on similar maintenance projects for the District's common areas, the Board directed staff to obtain an additional proposal for comparison and bring it back for consideration at the next Board meeting.

6. Consider Resolution No. 2026-09 – Adopting Service Animal Policy

Resolution No. 2026-09 was presented, entitled:

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING

A SERVICE ANIMAL POLICY FOR DISTRICT BUILDINGS AND CONTROLLED ACCESS AMENITY FACILITIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mr. Pawelczyk explained that Resolution No. 2026-09, Adopting the Service Animal Policy, was consistent with Florida law and was developed to establish a formal policy governing service animal accommodations within the District.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously adopting Resolution No. 2026-09, Adopting the Service Animal Policy, as presented.

7. Discussion Regarding Clubhouse Amenity Rule Amendments

Mr. Pawelczyk explained that draft amendments to the District's amenity rules had been prepared. He noted that the required public hearing advertisements would be published in accordance with applicable requirements, and that a public hearing to consider adoption of the amended amenity rules would be scheduled for an upcoming Board meeting.

Mr. Pawelczyk further explained that future requests for amenity rule changes should be submitted to the District Manager for review and distribution to the Board. The Board will then determine whether to direct staff and legal counsel to prepare proposed rule amendments for consideration.

8. Discussion Regarding Additional Vesta Clubhouse Staff Coverage

Discussion regarding additional staffing coverage by Vesta at The Blue Heron Clubhouse occurred during the public hearing and consideration of Resolution No. 2026-07, Adopting the Fiscal Year 2026/2027 Final Budget. The matter was discussed as part of the budget review, and no separate discussion was held under this agenda item.

9. Discussion Regarding EPIC Forensics and Engineering Report

Mr. Ballbe advised that he would contact Kast Construction regarding the outstanding EPIC Report. Following discussion, the Board directed staff to issue Chapter 558 Notice of Claim to Kast Construction, should the contractor remain unresponsive to Mr. Ballbe's requests for discussion and coordination.

10. Discussion Regarding Clubhouse Restaurant

Avenir Supervisor-Elect, Mr. Khani addressed the Board regarding several matters related to The Blue Heron Clubhouse, including restaurant operations and financial reporting. Mr. Khani requested that the Board authorize the issuance of a Request for Proposals (RFP) for restaurant services at the clubhouse and engage a restaurant consultant to assist with evaluating operational options. A draft RFP prepared by Mr. Khani was included in the meeting materials. Following discussion, the Board directed staff to proceed with both the RFP process and the retention of a restaurant consultant.

During discussion, it was noted that maintaining restaurant operations through a District subsidy could possibly cost approximately \$25,000 per month. Avenir patron Mr. Selin expressed support for exploring options to sustain restaurant operations and indicated that he would be open to an additional charge, if necessary, to help fund the subsidy.

Mr. Khani further discussed reporting and recommended that a community survey be distributed to gauge resident interest in a restaurant subsidy, including disclosure of the associated costs and potential funding mechanisms. The Board and staff agreed that a survey would be beneficial and they would prepare a draft for Board review and feedback prior to distribution.

Mr. Pierman also noted that internal financial reporting processes for The Blue Heron Clubhouse would be updated and that, effective October 1, 2026, clubhouse financial reporting would be maintained separately from the financial records of the Avenir Community Development District.

11. Consider Portable Outside Grill (\$6,653.55)

Ms. Bowden presented a proposal from The Nest for the purchase of a portable outdoor grill to support catering and food service operations at The Blue Heron Clubhouse at a cost of \$6,653.55. Following discussion, the Board declined the purchase.

L. ADMINISTRATIVE MATTERS

Ms. Bowden reviewed several administrative matters with the Board, including the requirement for Board Members to complete the mandated four hours of ethics training by December 31, 2026, and reminded the Board that the next Regular Board Meeting was scheduled for September 24, 2026.

Ms. Bowden reported that a recent evaluation of the District's landscape areas had been completed and identified several locations requiring maintenance and trimming to improve sight lines and ensure safe visibility for vehicular traffic. Staff is currently working on the necessary work, and proposals for future landscape and plant replacement projects will be presented at a forthcoming meeting.

Additionally, Mr. Pierman requested Board feedback regarding a District-hosted "Meet the Candidates" event to be held in late October. The proposed event would provide an opportunity for residents to meet Board candidates in a public forum. The Board expressed support for the concept and directed staff to move forward with planning the event.

Mr. Pierman also informed the Board of several recent vehicular accidents within the District that resulted in significant landscaping damage to District property. He advised that staff was working with the appropriate parties and insurance carriers to recover the costs associated with the repairs and damages.

M. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adjourning the Regular Board Meeting at 1:56 p.m.



FCI
RESIDENTIAL

TRANSCRIPT OF STATEMENT TO AVENIR CDD

SEPTEMBER 3, 2026

Good afternoon, Chair, members of the Board and District staff. We are here on behalf of FC Avenir, LLC and FC Avenir Phase II, LLC, landowners within the Avenir Community Development District. We have provided a written copy of this statement to the District Manager and ask that it be entered into the record and reflected in the minutes. We also previously mailed objection letters to the District regarding the budget and O&M Assessments that management likely shared with you. We ask that those letters, this written statement, and the objections we state today all be made part of the District's record of proceedings.

FCI Residential objects to the budget and the operations and maintenance assessment as proposed in the Fiscal Year 2026/2027 budget. Our principal objections go to the apportionment of the assessment among the benefited lands, but we also object to the inclusion of line items for which we believe the District lacks statutory authority.

We have an initial procedural request: would the District Manager or District Counsel please state on the record whether the District is adopting this assessment roll at a public hearing under section 197.3632(4), Florida Statutes, or simply certifying it to the tax collector under section 197.3632(5)? That distinction affects the notice requirements and the rights of affected landowners, and we would like the record to be clear. FCI Residential reserves any objection to the adequacy of notice under whichever provision applies.

Our second procedural point is that the agenda published for today's meeting appears to contain no resolution levying the operations and maintenance assessments, and no resolution adopting or certifying the Fiscal Year 2026/2027 assessment roll. It provides only for adoption of the budget. Adoption of a budget is not itself a levy. Section 190.021(3), Florida Statutes, authorizes the Board to "levy a maintenance special assessment", an affirmative act of the Board, and section 197.3632(4)(a) requires that the non-ad valorem assessment roll be adopted at a public hearing where that subsection applies. We ask the Board to identify, on the record, the resolution or other instrument by which the District intends to levy the operations and maintenance assessments for Fiscal Year 2026/2027 and to adopt or certify the assessment roll, and to state whether that action is being taken at today's hearing. On behalf of FC Avenir, LLC and FC Avenir Phase II, LLC, FCI Residential reserves all objections to the sufficiency of any such action.

If the Board needs additional time to consider these objections or to assemble the evidence we ask for, FCI Residential will not object to a continuance of this hearing to a date that still permits adoption of the budget before October 1 under section 190.008(2)(a), Florida Statutes, and certification of the roll within the time allowed by section 197.3632. We would prefer that outcome to adoption of the budget on the present record.

First. Florida law requires that a maintenance assessment be apportioned "in proportion to the benefits received." We asked through a public records request whether the District has an operations and maintenance assessment methodology report. The District Manager confirmed it does not - the assessment is determined solely through the adopted annual budget. The District Engineer's reports left the question open, stating only that the maintenance assessment is "to be determined, assessed and levied by the Board." That deferral was never followed up with any methodology or benefit analysis. A budget allocates cost. It does not establish that each parcel derives a proportionate special benefit from the District's improvements.

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Second. The District's own proposed budget shows two benefit determinations for the same improvements that cannot be reconciled. Look at the Assessment Comparison pages. A fifty-foot lot carries roughly \$1,889 in Series 2021 debt. A one-hundred-seventy-five-foot lot carries \$7,911, about 4.2 times as much. That tells us the District determined the larger lot receives more than four times the benefit from building these improvements. But when it comes to maintaining substantially those very same improvements, both lots are assessed exactly the same, \$1,423 each. Four times the benefit to build, identical benefit to maintain. That does not add up.

The Board can in certain instances apportion debt and maintenance on different bases, but it has to be able to point to substantial evidence supporting that difference. The only professional benefit analysis in the District's record is the District Engineer's reports, and those reports state a single benefit conclusion for construction and maintenance together. They draw no distinction between lot sizes at all. So we ask the Board today: what is the evidence that supports treating every lot as receiving equal benefit from operations and maintenance?

Third. The budget divides roughly \$6.7 million in O&M costs by about 4,696 units to reach \$1,423 per unit. Of those units, 4,026 are residential lots, each counted as one unit regardless of size. The rest are non-residential lands converted to units by acreage. Here is the problem: the Town Center is converted at roughly two units per acre, while the golf course and the commercial parcels are converted at about one unit per acre. The assessment roll confirms the result, the golf course main tract carries 356.81 O&M units and pays \$1,423.12 per unit, effectively the same as a single residential home site.

So one acre of golf course pays essentially the same O&M assessment as one residential home site. No document in the District's records explains why that is the right measure of benefit, or why Town Center acreage is converted at twice the rate of the golf course and commercial parcels. We ask the Board to identify the document that establishes those conversions. This appears to be an effort to arrive at a conclusion rather than backed by a legally required benefit analysis.

On a related point, we note the assessment roll applies \$1,423.12 per unit to the golf course and \$1,422.69 to residential lots, a small difference, but one we ask the District Manager to explain for the record.

We also note an inconsistency on the face of the budget. The lot count shows the Economic Development parcel, fifty acres, at zero operations and maintenance units, while the Assessment Comparison page for Parcels A-1 through A-5 still lists an operations and maintenance assessment for Econ Dev of \$1,423.12. We ask that the record reflect an explanation.

Fourth. The District knows how to make a benefit determination when it wants to: For the Clubhouse assessment, the proposed budget expressly states that "Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit." Whether defensible or not, that is at least a documented benefit determination for an assessment of \$1,680,223. There is nothing comparable anywhere in the District's records for the general O&M assessment, which is nearly four times larger at \$6,682,793. The absence of a documented analysis is not cured by the Clubhouse exclusion itself; an implicit determination by omission is not the competent, substantial evidence the law requires.

Fifth. The proposed budget includes \$375,000 for Midge and Mosquito Control, an increase from \$350,000 in the current fiscal year, and now exceeding the \$200,000 budgeted for Lake and Littoral Maintenance. Section 190.012(2)(e), Florida Statutes, gives a community development district the power of, quoting the statute, "control and elimination of mosquitoes and other arthropods of public health importance." That power may be exercised only after the local general-purpose government consents to it. Our review of the District's records indicates that City of Palm Beach Gardens Ordinance 17, 2016, which established this District, consented only to the special powers in sections 190.012(2)(a), (b), and (d), and not to paragraph (e). We ask the Board to identify, on the record, the ordinance or other instrument by which the City consented to the exercise of the power in section 190.012(2)(e), or to state the alternative statutory authority on which the District relies for this line item. We also ask what the District has actually spent on midge and mosquito control. The budget shows no actual expenditure at all in Fiscal Year 2024/2025 against amounts budgeted and assessed. If funds assessed for that purpose have not been spent for that purpose, the benefit the

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assessment presumed has not been realized, and we ask that any unexpended amount be credited against next year's assessment.

Before I turn to our requests, let me be specific about the relief we are asking for. This Board has already decided that lot size determines benefit from these improvements. It decided that when it apportioned its debt assessments: a fifty-foot lot carries one unit of benefit, and a one-hundred-seventy-five-foot lot carries roughly 4.19. We are asking the Board to apply that same, or substantially the same, determination to operations and maintenance for Fiscal Year 2026/2027. Smaller residential products, including townhome and other attached product, have less impervious area, fewer residents on average, and place less density and intensity of demand on the very improvements the District maintains. Under the District's own engineer's work, those lots benefit less. They should not pay the same amount as a lot several times their size. Section 190.008(2)(a) allows this Board to make that change today, at this hearing, before it adopts the budget. If the Board is not prepared to re-apportion today, we ask in the alternative that the Board continue this hearing, or adopt the budget subject to a written commitment to true up the operations and maintenance assessment once a methodology has been prepared. We also ask that FCI Residential be permitted to participate in preparing that methodology, and that the Board receive an operations and maintenance methodology and engineer's report that FCI Residential is prepared to commission from qualified professionals and submit for the Board's consideration.

In closing, FCI Residential respectfully requests that the Board take the following actions. This written statement, along with the previous correspondence submitted to the District, constitutes FCI Residential's formal objection to the budget and the operations and maintenance assessment as proposed to fund said budget. To the extent the Board adopts the budget without addressing any of these requests, FCI Residential will treat the Board's action as a denial of that request for all purposes, including the exhaustion of administrative remedies.

1. Re-apportion the Fiscal Year 2026/2027 operations and maintenance assessment using the Equivalent Residential Unit factors the District has already adopted for the its debt apportionment.
2. In the alternative, continue this hearing, or adopt the budget subject to a written true-up of the operations and maintenance assessment once a methodology has been prepared, with FCI Residential permitted to participate in preparing it.
3. Identify on the record the competent, substantial evidence supporting the equal-benefit determination for operations and maintenance.
4. Identify, by budget line item, which lands the Board finds to be benefited and in what proportion.
5. Identify the document establishing the operations and maintenance unit conversion applied to non-residential lands, explain the difference between the Town Center conversion factor and the factor applied to the golf course and commercial parcels, and explain why the assessment roll applies \$1,423.12 per unit to the golf course tract and \$1,422.69 per lot to residential lots.
6. Reconcile the Economic Development parcel unit count with the assessment shown for that parcel.
7. Identify the City consent, or the alternative statutory authority, for the Midge and Mosquito Control line item.
8. Direct the District Engineer, or an assessment consultant, to prepare an operations and maintenance assessment methodology report before the Fiscal Year 2027/2028 assessment cycle.
9. Identify the resolution or other instrument by which the District levies the Fiscal Year 2026/2027 operations and maintenance assessments and adopts or certifies the assessment roll, the agenda for this hearing appearing to contain no such item.
10. Enter this written statement into the record and reflect it in the minutes.

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FCI Residential reserves all rights and all objections, including objections not stated today, and including objections to the assessment as levied, as finally adopted, and as certified to the Tax Collector. FCI Residential further reserves its right to challenge the assessment by any available judicial or administrative remedy, including but not limited to an action under section 190.021 or section 197.3632, Florida Statutes.

Thank you.

FCI Residential Corporation

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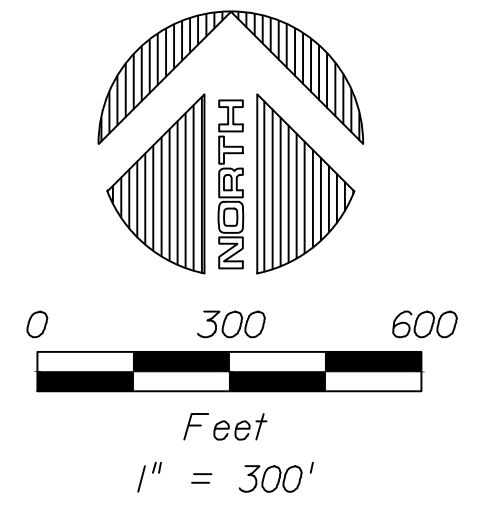
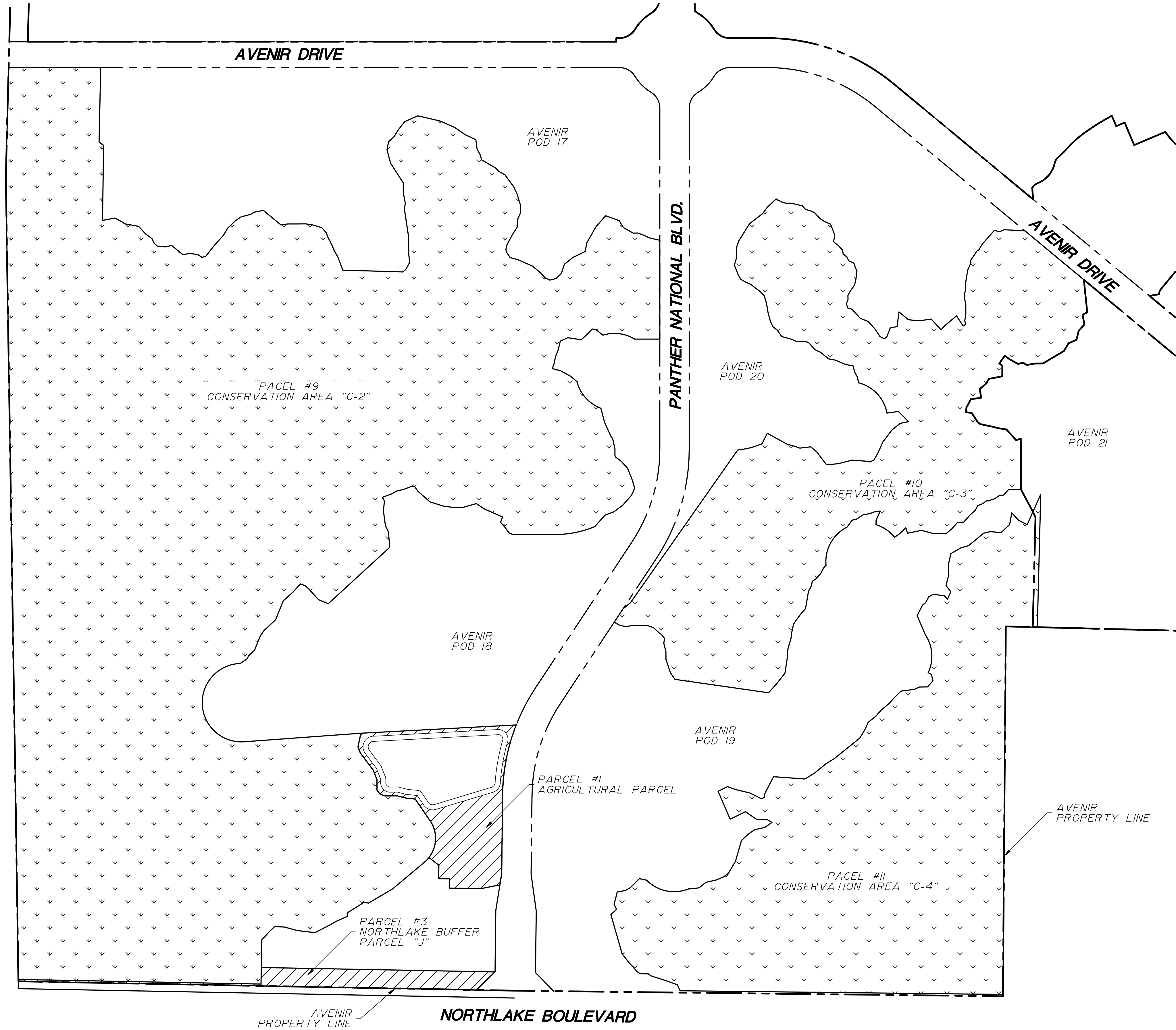
1 North Clematis Street, Suite 200 • West Palm Beach, FL 33401

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Parcel I.D.	DESCRIPTION	Area (ac)
1	AGRICULTURAL PARCEL	4.845
2	DOG PARK	0.366
3	NORTHLAKE PARKWAY BUFFER PARCEL J	3.106
4	PARCEL D PARKWAY BUFFER TRACT RBE1	2.882
5	PARCEL D PARKWAY BUFFER TRACT RBE2	1.674
6	PARCEL D TRACT R - LANDSTAR DRIVE	7.173
7	PARCEL D MEDICAL PARCEL LAKE TRACT W	1.231
8	PARCEL D MEDICAL PARCEL LAKE MAINTENANCE TRACT LM	0.629
9	CONSERVATION AREA C-2	231.248
10	CONSERVATION AREA C-3	58.595
11	CONSERVATION AREA C-4	65.307
12	POD 20 - OPEN SPACE TRACT O-22	0.916
13	POD D - LAKE TRACT W	12.534
14	POD D - LAKE MAINTENANCE TRACT LM	2.506
15	POD 17 - RW1/RW2/RW3 ACCESS TRACTS	0.331
16	POD 17 - TRACT O-1 (SUA EASEMENT)	0.230
17	POD 19- RW1/RW2 ACCESS TRACTS	0.247
18	COCONUT BOULEVARD SUA PARCEL	1.245
19	POD D LIFT STATION TRACT "D"	0.650
	TOTAL AREA =	395.714



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1	AGRICULTURAL PARCEL	4.845
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3	NORTHLAKE PARKWAY BUFFER PARCEL J	3.106
4	PARCEL D PARKWAY BUFFER TRACT RBE1	2.882
5	PARCEL D PARKWAY BUFFER TRACT RBE2	1.674
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7	PARCEL D MEDICAL PARCEL LAKE TRACT W	1.231
8	PARCEL D MEDICAL PARCEL LAKE MAINTENANCE TRACTUM	0.629
9	CONSERVATION AREA C-2	231.549
10	CONSERVATION AREA C-3	58.595
11	CONSERVATION AREA C-4	65.307
TOTAL AREA=		377.357

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: CJB Date: 09/2026
Drawn by: CJB Date: 09/2026
Checked by: CJB Date: 09/2026

BALLBÉ
& ASSOCIATES

Civil Engineering • Planning • Surveying

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

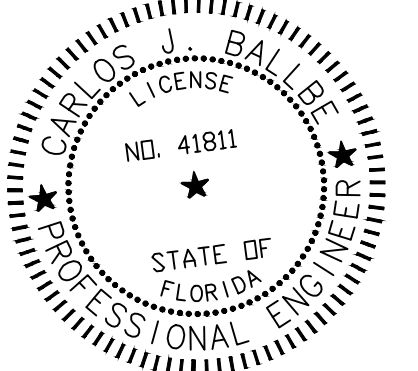
2026 - PARCEL CONVEYANCE PLAN TO
AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR
AVENIR DEVELOPMENT, LLC

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CARLOS J. BALLBÉ ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Engineer of Record: 09/11/2026

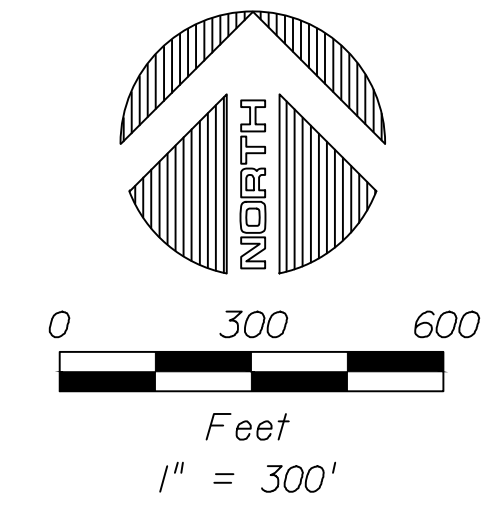


Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

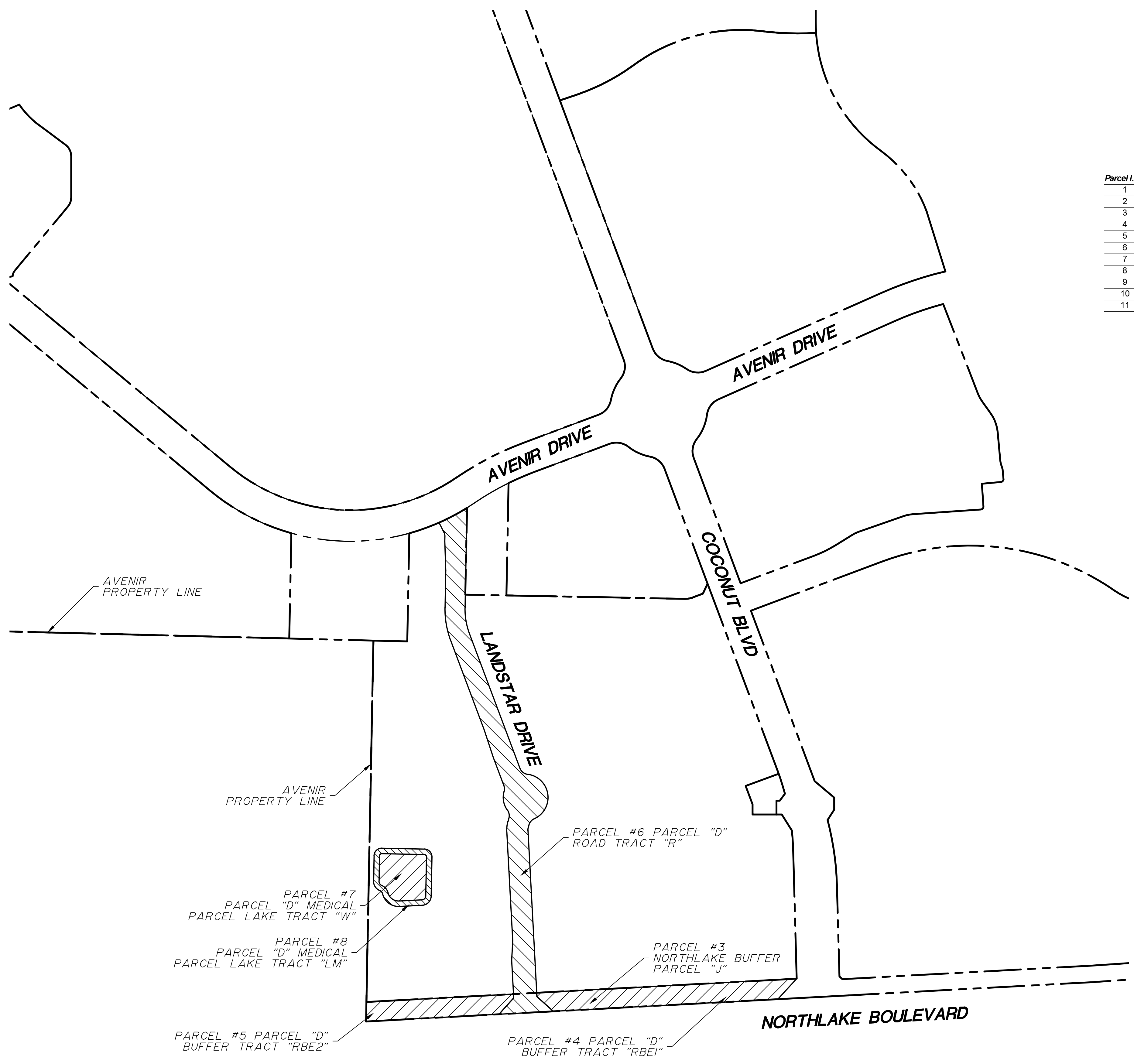
Project Number:
201622

Sheet Number:
1

Date:
09/11/2026



Parcel I.D.	DESCRIPTION	Area (ac)
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2	DOG PARK	0.386
3	NORTHLAKE PARKWAY BUFFER PARCEL J	3.106
4	PARCEL D PARKWAY BUFFER TRACT RBE1	2.882
5	PARCEL D PARKWAY BUFFER TRACT RBE2	1.674
6	PARCEL D TRACT R - LANDSTAR DRIVE	7.173
7	PARCEL D MEDICAL PARCEL LAKE TRACT W	1.231
8	PARCEL D MEDICAL PARCEL LAKE MAINTENANCE TRACT LM	0.629
9	CONSERVATION AREA C-2	231.549
10	CONSERVATION AREA C-3	58.595
11	CONSERVATION AREA C-4	65.307
TOTAL AREA=		377.357



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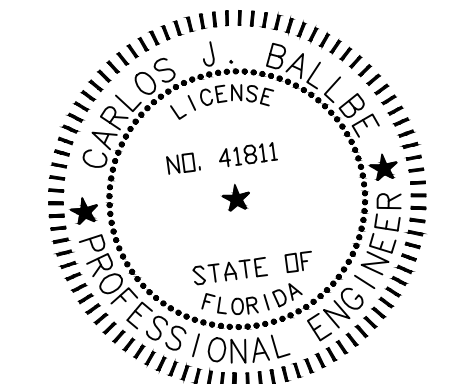
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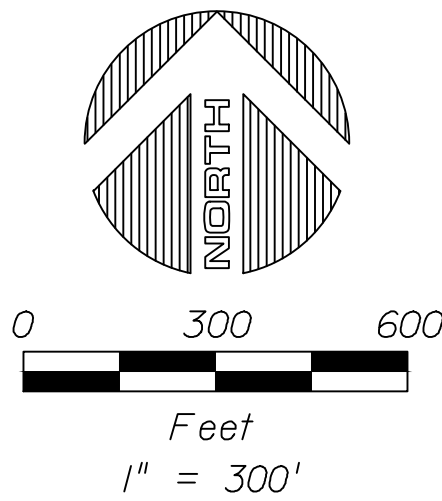
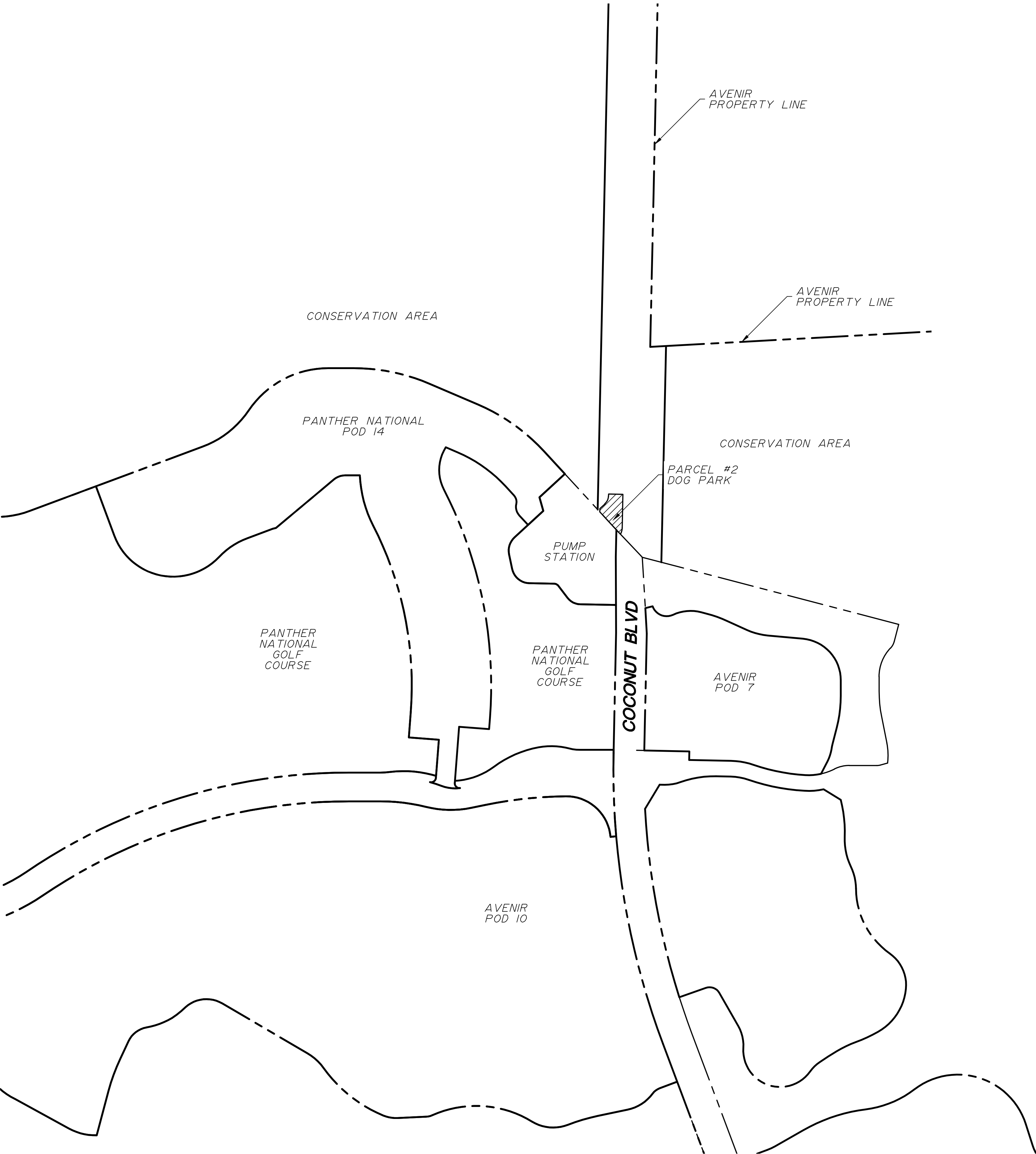


Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

Project Number:
201622

Sheet Number:
2

Date:
09/11/2026



Parcel I.D.	DESCRIPTION	Area (ac)
1	AGRICULTURAL PARCEL	4.845
2	DOG PARK	0.366
3	NORTHLAKE PARKWAY BUFFER PARCEL J	3.106
4	PARCEL D PARKWAY BUFFER TRACT RBE1	2.882
5	PARCEL D PARKWAY BUFFER TRACT RBE2	1.674
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TOTAL AREA =		377.357

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Engineer of Record: 09/11/2026

Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

Project Number:
201622

Sheet Number:
3

Date:
09/11/2026

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: CJB Date: 09/2026
Drawn by: CJB Date: 09/2026
Checked by: CJB Date: 09/2026

BALLBÉ
& ASSOCIATES

Civil Engineering • Planning • Surveying

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

2026 - PARCEL CONVEYANCE PLAN TO
AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR
AVENIR DEVELOPMENT, LLC

PREPARED BY & RETURN TO: [Name] [Company/Firm] [Address] [City, State, Zip]	SPACES ABOVE THIS LINE FOR PROCESSING / RECORDING DATA Property Control Number (PCN): _____
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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into this ____ day of _____, 20____, by and between **[DEVELOPER ENTITY NAME]**, a [State of Organization, e.g., Florida limited liability company], whose post office address is [Developer Address] ("Grantor"), and **[HOA CORP NAME]** HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose post office address is [HOA Address] ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, all that certain land situate, lying, and being in **Palm Beach County, Florida**, more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AGRICULTURAL COVENANTS, CONDITIONS, AND RESTRICTIONS

This conveyance is made and accepted subject to the following permanent covenants, which shall run with the land and bind the Grantee, its successors, and assigns in perpetuity:

1. Agricultural Preservation & Use: The Property shall be maintained and operated exclusively as an agricultural asset, working farm, community garden, orchard, or agricultural conservation zone supporting the surrounding residential community. No private residential subdivision or commercial non-agricultural development is permitted. The Property may be made available for public access and participation in agricultural activities and farm operations, including educational programs, volunteer activities, community events, workshops, tours, and other activities consistent with the agricultural purpose of the Property. Such public access and participation may be subject to reasonable rules, schedules, safety requirements, and operational restrictions established by the Grantee or its designated farm operator.

2. HOA Maintenance Mandate: The Grantee explicitly covenants and agrees to manage, cultivate, operate, and maintain the agricultural infrastructure located on the Property in accordance with community standards. This includes maintaining soil health, crop management, and boundary barriers. The Grantee may also engage a qualified third-party farmer, agricultural operator, or farm management business to lease, manage, cultivate, operate, and maintain the agricultural portion of the Property on the Grantee's behalf, provided that such arrangement remains subject to all applicable community standards and the Grantee remains responsible for compliance with the terms and obligations set forth herein. Standards for Operation of Avenir's Farm include the following:

- a. **"First Class" Condition:** Avenir Farm shall be operated in a "first class" manner and Avenir CDD shall ensure that Avenir Farm is properly cared for, tended and operated in accordance with the best management practices for similar farms in Palm Beach County, Florida.
- b. **Supervision by Farmer:** Avenir Farm shall be operated and supervised by a farmer, agricultural operator, or farm management business (collectively, the **"Farmer"**), who shall have decision-making authority with respect to the operation of Avenir Farm, including but not limited to the selection, planting, growing and harvesting of crops. The Farmer shall either be contract-hired by or continuously employed by Avenir CDD or a management company under

contract with Avenir CDD on a full-time basis. The Farmer shall be duly qualified for operation of Avenir Farm. As used herein, the term “duly qualified” shall mean that the Farmer possesses at least one full season of vegetable growing experience, preferably on an organic farm.

- c. **Replacement of Farmer:** Upon the resignation or other termination of the contract or employment of a Farmer, Avenir CDD shall use commercially reasonable and diligent efforts to obtain a replacement Farmer that is “duly qualified” for operation of Avenir Farm.
- d. **Budget:** In order to ensure that Avenir Farm is operated as a “first class” farm for the enjoyment of the garden program participants, members of Avenir CDD, and their guests and invitees, Grantee shall ensure that not less than _____ percent (____ %) of the annual budget of Grantee is allocated to the operations of Avenir Farm.
- e. **Disputes:** In the event of a dispute as to whether Avenir Farm is being operated in a “first class” condition in accordance with Section 1(a) above, such dispute shall be submitted to resolution by Palm Beach County Extension, whose determination shall be binding, absent manifest error.

3. Assessment & Funding: To the extent the Property is leased to or operated by a third-party farmer, agricultural operator, or farm management business, the parties intend that the costs of programming, farm operations, routine maintenance, and related services be funded, in whole or in substantial part, by such third-party operator through lease payments, operating revenues, program fees, or other mutually agreed-upon financial arrangements. The Grantee may, in its discretion and as permitted by the Master Declaration of Covenants, Conditions, and Restrictions, require such third-party operator to assume specified operating or programming costs as a condition of the applicable lease or operating agreement. Remaining and/or additional operating costs, agricultural asset upkeep, and farm management fees shall be funded through periodic or special homeowners association assessments levied by Grantee upon its members, as outlined within the Master Declaration of Covenants, Conditions, and Restrictions.

4. Water Rights Preservation: All groundwater rights, surface water rights, and irrigation infrastructure permits allocated to or historic to the Property are transferred herewith and shall remain permanently appurtenant to the Property. They may not be severed, sold, or transferred independently of the land.

5. Environmental Stewardship: Agricultural practices conducted on the Property will not require Organic certification but shall adhere to sustainable cultivation models and regulations consistent with USDA National Organic Program and comply fully with all Palm Beach County environmental ordinances and South Florida Water Management District (SFWMD) agricultural regulations.

SPECIAL WARRANTY DEFENSE:

AND the Grantor does hereby covenant with said Grantee that the Property is free from all encumbrances made by Grantor, and Grantor will warrant and defend the title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but against none other. Subject, however, to taxes accruing subsequent to **[date]**, and all zoning ordinances, easements, and restrictions of record, the mention of which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in our presence:	GRANTOR:
Witness 1 Signature: _____	[DEVELOPER ENTITY NAME]
Printed Name: _____	A Florida limited liability company
Witness 2 Signature: _____	By: _____
Printed Name: _____	Name: _____
	Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, as _____ of [DEVELOPER ENTITY NAME], on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public Signature

[Affix Notary Seal Stamp Below]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Insert the comprehensive, metes-and-bounds legal description or platted lot narrative for the Agrihood farm land parcel located within Palm Beach County, Florida below:

Avenir Farm Management & Operation Plan

Updated 8.31.26

Table of Contents

- | | |
|--------------------------|------------------------------|
| 1. Overview | 5. Use of Machinery |
| 2. Hours & Accessibility | 6. Waste Management |
| 3. Security | 7. Best Management Practices |
| 4. Maintenance | |

1. OVERVIEW

The **Community Garden** is the central focus as you enter the farm. There are four main raised beds that operate as a free U-Pick Herb garden with integrated ledge seating. Just beyond, are 16, 4'x12' cedar raised beds that are rented seasonally. A pavilion sits opposite a convenient golf cart parking lot, incentivizing gardeners to routinely visit the farm to check on their garden plots and converse with neighbors. The pavilion houses a “wash/pack area” where gardeners may wash hands, clean their veggies, and store some shared tools. A garden shed sits to the east of the community garden space.

The **Vegetable fields** consist of four, 95' x 100' blocks. The vegetable fields will be leased out to a private farmer/company who will be responsible for their own tools, supplies, equipment, seeds, etc. including all field preparations, crop production, harvesting, post-harvest field cleanup and off-season cover cropping. In the future, given sufficient demand, vegetable field sections may be segmented further as needed and leased out as well. The active vegetable growing season is considered September 1 through May 31st.

To the east, a linear **Fruit Orchard** runs parallel to Panther National Blvd. To the northwest, a small cluster of fruit trees offer shaded respite for anyone strolling along the sidewalk connecting the Dog Parks to the commercial space.

2. HOURS & ACCESSIBILITY

Hours of Operation

- Community Garden: Open Daily, 7:00am - Dusk
- Farm fields, orchard, and garden areas may be closed, as needed, to allow for seasonal field work and/or maintenance of facility and community gardens. Signage will be posted on these days to indicate areas closed to pedestrians, especially when tractor work is occurring.

Accessibility

- **The community garden** is open for the public to walk around freely within hours of operation. As you enter, you first encounter four “U-Pick” raised garden beds where culinary herbs and some vegetables are freely available for anyone to take. Signage is present to encourage use and provide simple guidance such as, but not limited to, “wash before consuming” and “take only what you need and leave enough for others.”
- **Raised Garden Beds** are rented out seasonally on a first come, first served basis. Each year, existing participants are encouraged to keep their same bed by renewing their rental. As beds become available, priority is then given to waitlisted Avenir Residents. If availability remains, rental beds are open to the general public. To prevent issues with taking from other beds in a community garden, signage is present clearly instructing garden visitors to not take anything from the rented beds. Raised beds vary in height to allow visitors and residents of various heights,

arm lengths and abilities to access crops. At least one bed will also be “table-top” in nature allowing a wheelchair or walker to approach and be tucked under the bed.

- **Fruit Orchard:** The small cluster of fruit trees west of the dog park is unfenced and freely available to anyone for u-pick harvesting. The linear fruit orchard inside the farm fence may be opened during specific harvest windows or volunteer work days, as advertised by the farm caretaker and/or the community.
- **Entryways & Pathways** were designed to accommodate those using adaptive equipment. With compacted gravel base and 5’ minimum width between beds, the raised garden area is easily navigable for all users.
- **Raised Beds: Garden Shed:** Shared garden tools and other accessories that residents use to maintain their gardens are located in a garden shed that is accessible, on shelving within reach. Signs posted on the interior and exterior walls are highly visible. Examples of shared tools include, but are not limited to, non-electric handheld garden tools like trowels, handrakes, pruners, and water hoses.
- **Access to Water:** Visitors and residents can access potable water in the pavilion without discomfort.
- **Vehicular Parking:** Accessible parking spaces and signage are detailed on Site Details SP-2 of 3.

3. SECURITY

Fencing & Locks

- Perimeter is fenced with 5' tall vinyl coated 16 gauge wire, 1.5" x 1.5" squares.
- The shed will be secured with a Keypad Keyless Door lock.
- Service person-gates and double-gates for service vehicles are locked with either keyed padlocks or combination padlocks.
- A copy of all keys/codes are located inside the “knox box” at the garden entrance, as well as in the community’s main office.

Security Cameras: Security Cameras are located at the garden pavilion and the dog park.

4. FARM & GARDEN MAINTENANCE

The Farmer / Farm Caretaker

Avenir contract-hires a part-time farmer or company to provide the following services. In the event that a farmer/farm caretaker is not available to maintain the community garden, it will be the responsibility of the Avenir community to ensure maintenance of these areas.

- **Manage on-farm production**
 - The four main vegetable fields are leased to the farmer. These fields are intended for annual vegetable production.
 - The farmer is solely responsible for their own tools, supplies, equipment, seeds, etc. including all field preparations, crop production, harvesting, post-harvest field cleanup and off-season cover cropping.
 - Managing this space well assumes a regular presence on the farm equivalent to 2-3 times per week during the growing season.
 - Produce harvested from production fields, managed raised-bed plots, and orchards belongs to the farmer and shall be harvested, sold and/or distributed in a timely manner.
 - Produce shall not be left to rot in the field or orchard. However, non-harvested items and plants may be disked or tilled into the soil, especially at the end of the season prior to cover crop establishment.
- **Maintain farm aesthetics and general tidiness:**
 - Establish cover crops in the off season for both vegetable field and rental garden beds (~ June through August).
 - Perform pre-season preparation for both vegetable field and rental garden beds.

- Includes 1” layer of quality finished compost on each 4’x12’ rental garden plot.
 - Irrigation setup and maintenance for both vegetable field and rental garden beds.
 - Fruit tree Orchard care and maintenance.
 - Monthly care and maintenance of the U-pick herb beds.
 - Removal of all organic garden waste, including weeds, diseased plants, extra mulch and unwanted produce, from Vegetable fields, U-pick and rental garden beds, weekly or as needed.
- **Resident Education:** Provide grower support via 4 workshops per season. Suggested topics include, but are not limited to:
 - Crop planning and seedling production
 - Organics Basics: Weeds, Pests & Disease
 - Harvesting 101: Post harvest handling and succession plantings
 - End of Season Clean-up: Work day & Pot-luck party
- **Manage inventory and tidy organization of on-site supplies, such as:**
 - Pangola Hay Mulch
 - Plastic Mulch
 - Wash/Pack materials
 - Shared Garden Tools

Community Gardeners

Renters agree to abide by the rules, terms and conditions established by the HOA. Breaking any rules, terms, and conditions is cause for exclusion from the Garden and loss of gardening privileges (see Garden Participant Agreement). In the event that a renter is not available to care for their plot, the Farm Caretaker will take over their plot to ensure the gardens are well maintained.

5. USE OF MACHINERY

- The farm caretaker and/or landscape service is responsible for all equipment used in maintenance and operation of the farm fields and grounds, including tractors, tractor implements, mowers, and hand held gas powered or electric powered equipment.
- The farmer acknowledges and assumes all risk of use and storage of personal equipment on Avenir Farm property.
- Gates will be secured and Signage posted when farm equipment is in use at the farm in order to alert the public of the safety risk present.
- Community quiet hours will be observed.

6. WASTE MANAGEMENT

Farm waste management involves a series of practices and strategies to reduce, reuse, and recycle agricultural waste. In the field, the farmer will incorporate crop residues into the surface of growing fields, for example, by using a flail mower, disc harrow or tiller.

Compost will not be made on-site. Gardeners will be instructed via signage to discard organic waste in sealed yellow bins clearly marked for Compostable waste. The Farm caretaker, or another appropriate service vendor, will be responsible for routine removal of the bin to ensure the area remains tidy, with no unwanted odors. When excess material is present, the farmer will haul away any extra material.

Finished compost, either bagged or in bulk, such as Black Cow or Amerigrow Eco-Soil, may be applied directly to farm fields and/or community garden beds. Some compost products are not allowed, including unfinished compost with any detectable foul odors, visibly non-decomposed ingredients, and any fresh manures. Horse stall waste is also not allowed as this contains not only manure, but may also contain persistent herbicides that will negatively affect crop growth.

Dumpster: A 2-Yard dumpster is located on the south west corner of the property for inorganic materials.

7. BEST MANAGEMENT PRACTICES - The farm caretaker is expected to follow rules and guidelines, as outlined by the following:

- **Farm Practices:** The farm will not seek organic certification, but follows the USDA's National Organic Program (NOP) Standards and Good Agricultural Practices (GAPs) as defined by the US Department of Agriculture. NOP is a federal regulatory program that develops and enforces consistent national standards for organically produced agricultural products sold in the United States. Rules can be found at <https://www.ams.usda.gov/rules-regulations/organic>.
- **Inputs:** The Farm only uses NOP approved Inputs (fertilizers, pesticides, and any other chemicals). The substances are used according to their labels and food safety standards. The National List of Allowed and Prohibited Substances identifies substances that may and may not be used in organic crop production. In general, synthetic substances are prohibited unless specifically allowed and non-synthetic substances are allowed unless specifically prohibited. Some substances on the National List may only be used in specific situations, e.g. only for certain crops or up to a maximum amount. The National List can be found here: <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-I/subchapter-M/part-205/subpart-G>
- **Pest Management:** The farm practices Integrated Pest Management (IPM), a comprehensive approach to managing plant pests. IPM uses many different methods to cause the least harm to people, property, and the environment. IPM's emphasis is on the management of problems, rather than their eradication. Pesticides are only one weapon in the arsenal of IPM practices, and they are typically used only after a number of other tactics have been tried. More information on IPM strategies may be found at <https://gardeningsolutions.ifas.ufl.edu/care/pests-and-diseases/pests/integrated-pest-management/>

AVENIR FARM

Farm Management & Operation Agreement

1. Parties

This Farm Management & Operation Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”), by and between the Avenir Community Development District (the “District” or “CDD”), and _____ (the “Farmer”), collectively the “Parties.”

The District owns and operates the Avenir Farm, including the Community Garden, Vegetable Fields, Fruit Orchard, and related facilities (the “Farm”). The District wishes to engage the Farmer to manage on-farm production and to maintain designated areas of the Farm, and the Farmer agrees to do so on the terms set forth below.

2. Leased Premises & Term

- The District leases to the Farmer the four (4) Vegetable Field blocks, each approximately 95' x 100', for the Farmer's own crop production (the “Leased Fields”).
- The active vegetable growing season is September 1 through May 31. The off-season (approximately June through August) shall be used for cover cropping of the Leased Fields and 16 rental garden beds.
- This Agreement shall commence on the Effective Date and continue through _____, and may be renewed by written agreement of the Parties.

3. Farmer's Field Operations

With respect to the Leased Fields, the Farmer is solely responsible for:

- Providing all of the Farmer's own tools, supplies, equipment, and seeds.
- All field preparation, crop production, and harvesting.
- Post-harvest field clean-up.
- Off-season cover cropping of the Leased Fields.
- Maintaining a regular on-farm presence equivalent to at least two to three (2–3) visits per week during the growing season.
- Mowing or trimming any grass areas in proximity to field and orchard irrigation and or agricultural plants, shrubs and trees.
- Farm fencelines and general grass mowing will be maintained by the community’s landscaping service.

4. Produce Ownership & Disposition

- Produce harvested from the Leased Fields, from raised-bed plots managed by the Farmer, and from the Orchard belongs to the Farmer and shall be harvested, sold, and/or distributed in a timely manner.
- Produce shall not be left to rot in the field or Orchard. Non-harvested items and plants may instead be disked or tilled into the soil, particularly at the end of the season prior to cover crop establishment.

5. Farm & Garden Maintenance Duties

In addition to the Farmer's own field operations, the Farmer shall maintain farm aesthetics and general tidiness across the Farm, including:

- Establishing cover crops in the off-season for both the Vegetable Fields and the rental garden beds (approximately June through August).
- Performing pre-season preparation for both the Vegetable Fields and the rental garden beds, including applying a 1” layer of quality finished compost to each 4'x12' rental garden plot.
- Setting up and maintaining irrigation for both the Vegetable Fields, U-Pick beds and the rental garden beds.
- Caring for and maintaining the Fruit Orchard.
- Providing monthly care and maintenance of the U-Pick herb beds.

- Removing all organic garden waste — including weeds, diseased plants, extra mulch, and unwanted produce — from the Vegetable Fields, U-Pick beds, and rental garden beds, weekly or as needed.

6. Resident Education

The Farmer shall provide grower support to the community by hosting at least four (4) workshops per season. Suggested topics include, but are not limited to:

- Crop planning and seedling production.
- Organics basics: weeds, pests & disease.
- Harvesting 101: post-harvest handling and succession plantings.
- End-of-season clean-up: a work day and pot-luck party.

7. Inventory & Supply Management

The Farmer shall manage the inventory and tidy organization of on-site supplies, including:

- Pangola hay mulch.
- Plastic mulch.
- Wash/pack materials.
- Garden tools and supplies.

8. Relationship to Community Gardeners

- Community garden renters agree to abide by the rules, terms, and conditions established by the District (see the Garden Participant Agreement); breach of those rules is cause for exclusion from the Garden and loss of gardening privileges.
- If a renter is unavailable to care for their plot, the Farmer, in the Farmer's capacity as Farm Caretaker, shall take over that plot as needed to ensure the gardens remain well maintained.
- In the event the Farmer is unavailable to maintain the Community Garden, responsibility for maintaining those areas reverts to the Avenir community pending a new farm caretaker arrangement.

9. Use of Machinery & Equipment

- The Farmer is responsible for all equipment used in the maintenance and operation of the Leased Fields and any other areas assigned to the Farmer, including tractors, tractor implements, mowers, and hand-held gas- or electric-powered equipment.
- The Farmer acknowledges and assumes all risk associated with the use and storage of the Farmer's personal equipment on Avenir property.
- The Farmer shall secure gates and post signage whenever farm equipment is in use, in order to alert the public to the safety risk present.
- The Farmer shall observe the community's quiet hours when operating machinery.

10. Waste Management

- The Farmer shall incorporate crop residues into the surface of growing fields (for example, using a flail mower, disc harrow, or tiller) as part of routine field waste management.
- Compost will not be made on-site. Organic waste from gardeners is discarded via signage-marked, sealed yellow Compostable-waste bins; the Farmer (or another appropriate service vendor) is responsible for routine removal of those bins so the area remains tidy and free of unwanted odors. When excess material accumulates, the Farmer shall haul away the extra material.
- Finished compost — bagged or bulk (e.g., Black Cow or Amerigrow Eco-Soil) — may be applied directly to the Leased Fields and/or community garden beds.

- The following compost/inputs are prohibited: unfinished compost with any detectable foul odor or visibly non-decomposed ingredients, any fresh manures, and horse stall waste (which may contain manure and persistent herbicides harmful to crop growth).
- Inorganic materials shall be discarded in the 2-yard dumpster located near to the property.

11. Best Management Practices

The Farmer shall follow the following practices and guidelines in operating the Farm:

- Farm Practices: The Farm does not seek organic certification but follows the USDA's National Organic Program (NOP) Standards and Good Agricultural Practices (GAPs), as defined by the U.S. Department of Agriculture (see <https://www.ams.usda.gov/rules-regulations/organic>).
- Inputs: The Farmer shall use only NOP-approved inputs (fertilizers, pesticides, and other chemicals), applied according to their labels and applicable food-safety standards, consistent with the National List of Allowed and Prohibited Substances (see <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-I/subchapter-M/part-205/subpart-G>).
- Pest Management: The Farmer shall practice Integrated Pest Management (IPM), using pesticides only after other IPM tactics have been employed, consistent with guidance such as <https://gardeningsolutions.ifas.ufl.edu/care/pests-and-diseases/pests/integrated-pest-management/>.

12. Security & Access

- The Farmer shall comply with the Farm's security protocols, including use of the perimeter fencing, service and double gates, and the shed's keypad keyless lock.
- The Farmer shall be provided keys/codes as needed and shall safeguard them
- The Farmer shall return any keys at the end of contract term.

13. Hours & Public Accessibility

- The Community Garden is open to the public daily from 7:00 a.m. until dusk. The Farmer may request that farm fields, the Orchard, and/or garden areas be closed as needed for seasonal field work or maintenance, with signage posted to indicate closed areas, especially when tractor work is occurring.
- The Farmer shall coordinate advertised harvest windows and/or volunteer workdays for the linear Fruit Orchard inside the farm fence.

14. Compensation

In consideration of the Farmer's services described herein, the District shall: _____.

The Farmer shall retain ownership of produce as described in Section 4, and any lease fees, stipends, or revenue-sharing terms applicable to the Leased Fields shall be as set forth in Exhibit A (if any), or as otherwise agreed in writing by the Parties.

15. Independent Contractor Status

The Farmer is an independent contractor and not an employee, agent, or partner of the District. Nothing in this Agreement shall be construed to create an employment, joint venture, or partnership relationship between the Parties.

16. Insurance & Indemnification

The Farmer shall maintain insurance coverage of the following types and minimum limits:

_____, and shall provide the District with a certificate of insurance upon request.

The Farmer shall indemnify, defend, and hold harmless the District, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses arising out of the Farmer's acts or omissions in connection with this Agreement, except to the extent caused by the District's own negligence or willful misconduct.

17. Default & Termination

- Either Party may terminate this Agreement for material breach upon 30 days' written notice if the breaching Party fails to cure the breach within that period.
- The District may terminate this Agreement immediately upon written notice if the Farmer fails to maintain the Farm consistent with Sections 3, 5, 9, 10, and 11 of this Agreement after receiving written notice and a reasonable opportunity to cure.
- Upon termination, the Farmer shall remove personal equipment and supplies within 30 days and shall leave the Leased Fields and maintained areas in a clean, tilled, and orderly condition.

18. General Provisions

- Governing Law: This Agreement shall be governed by the laws of the State of Florida.
- Entire Agreement: This Agreement, together with any exhibits, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements, written or oral.
- Amendment: This Agreement may be amended only in writing, signed by both Parties.
- Notices: All notices under this Agreement shall be in writing and delivered to the addresses set forth below the Parties' signatures.

19. Signatures

The Parties, by their authorized signatures below, agree to the terms and conditions of this Agreement.

District Representative: _____ Date: _____

Avenir Community Development District

Farmer: _____ Date: _____

Contracted Farmer / Company

AVENIR COMMUNITY GARDEN

Garden Plot Rental Contract & Rules

1. Introduction

The Avenir Community Garden is owned and operated by the Avenir Community Development District (the “HOA”). If accepted as a Gardener, I agree to abide by the rules, terms, and conditions established by the HOA and set forth in this Contract. Breaking any rule, term, or condition below is cause for exclusion from the Garden and loss of gardening privileges.

2. Plot Assignment & General Information

- Raised garden plots measure 4' x 12'. A limited number of accessible table beds are also available.
- Plots in the main vegetable fields are not available at this time
- My plot measures _____ feet. I will not expand my plot beyond this measurement or into paths or other plots.
- Plots are rented to a specific person/household and are not transferable. Each household is allowed only one plot, unless there is no one on the waiting list as of October 1.
- Plots are available for rent to the general public and not restricted to sole use of Avenir residents, although Avenir residents will take first priority on the waiting list.
- Plots are rented “as is,” based on soil conditions left by the previous gardener. I understand that a future gardener will inherit my plot in the condition I leave it.
- The garden season runs October 1 through May 31. At the end of each gardening season, the grounds will be prepared by the farm caretaker for summer cover cropping.

3. Set Up, Planting & Maintenance

- Once assigned a plot, I will cultivate and plant it within the month of October, and in any event no later than November 1. Plots not planted by November 1 will be canceled and reassigned to the next person on the waiting list; if there is no waitlist, the farm caretaker will reassign the bed to another gardener or plant and maintain the bed themselves.
- I will garden regularly for the entire season, within the hours of dawn until dusk. My plot may not be left fallow or unused for any period of three weeks or longer.
- I will notify the farm caretaker in advance if I must abandon my plot.
- I will supply my own seeds, plants, organic fertilizer, and equipment for growing, cultivating, and harvesting my crops, except for any tools the HOA provides.
- I will keep all plants within the limits of my plot and will not allow any plant to grow more than six feet high. I will not place permanent structures in my plot. Any trellises, plant supports, or temporary structures must be placed so they do not shade neighboring plots.
- I will keep vining plants from growing into adjacent plots or pathways, and will keep all vegetation inside fences and clear of areas to be mowed.

4. Approved Plants

- I may plant annual vegetables, fruits, herbs, and flowers.
- I will not grow any illegal or controlled plants, invasive plants, perennial flowers, perennial fruits (e.g., blackberries), woody vegetation, shrubs, or trees, or any item on the HOA's “do not grow” list.

5. Weeds, Pests & Organic Practices

- I will keep my plot free of weeds, pests, and disease, including any walks adjacent to or bordering other sections of the garden.

- I will only apply USDA/OMRI-approved products, including fertilizers, pesticides, herbicides, or fungicides (see approved products list on OMRI's current website). Gardeners who violate this policy will forfeit their plot.
- I may use landscaping fabric but must remove it by the end of the season.
- If my plot is determined by the Farm Caretaker to have excessive weeds, I will be given two weeks' notice to clean it up; during that time the farm caretaker may remove plant parts showing disease, pests, or maturing seeds. If the plot is not cleaned up after the notice period, it will be reassigned and cleared, or replanted by the caretaker, and I will not be allowed a plot in the future.

6. Compost & Trash

- I will separate my waste into (1) dead plants, weeds, and other green waste for the compost area, and (2) all other trash, which I will remove off-site or place in the trash cans near the pavilion.
- Weeds with viable seeds and pest-infested plants will not be placed in the compost bins, and I will never place weeds or debris in another gardener's plot.
- There is absolutely no dumping of any materials onto adjacent property.

7. Being a Good Neighbor

- I will let the farm caretaker know if I am temporarily unable to water, weed, or harvest my plot, so produce doesn't go to waste and the caretaker may ensure plant care and weed control is maintained in my absence.
- I will be respectful of neighboring gardeners and their crops, and will work to keep the garden a happy, secure, and enjoyable place for everyone.
- I will not use abusive or profane language, discriminate against others, or take food, plants, or tools from another gardener's plot.

8. Conduct, Guests & Pets

- I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden, and will not come to the garden under the influence of alcohol or illegal drugs.
- I will not bring weapons to the garden. No pets or other animals are allowed in or around the gardens.
- My guests and visitors, including children, may enter the garden only if I accompany and supervise them at all times. They must follow all rules, terms, and conditions in this Contract, and I am solely responsible for their behavior.

9. Personal Property & Tools

- I will not keep personal property, including tools, on any plot or elsewhere in the Garden. If I leave personal property behind after my participation ends, the HOA may keep or dispose of it.
- The HOA may provide common-use tools. I will return them promptly when not in use and clean them properly after each use. Power tools (gasoline, battery, or electric) are prohibited.
- I will not make duplicate keys of any garden locks, and will not give my key or lock combination to anyone else.

10. Non-Commercial Use

- The Garden is for personal, non-commercial use only. I will not sell any produce or flowers grown in the Garden unless otherwise approved by the District.

11. End-of-Season Clean-Up

- By May 31, I will harvest all produce and remove all non-plant supplies (stakes, supports, string, row markers, landscaping fabric, etc.) from my plot.
- I am responsible for pulling or unearthing all plants, stems, stalks, and roots I wish to harvest or keep, and for leaving my plot in a smoothly raked, clean condition.

- Any items or plant material left in the plot after May 31 will be forfeited and harvested or disposed of by the farm caretaker.
- Gardeners who fail to properly clean up their plot at the end of the season will not be allowed a plot in the future.

12. Fees & Payment

- The fee for the garden is \$ _____ per plot, per year (October 1 through May 31), due on or before October 1.
- There are no refunds.

13. Orientation & Compliance

- I will attend the required orientation provided by the HOA prior to planting my plot.
- I will comply with all applicable local, state, and federal laws.

14. Suspension of Privileges

1. I will receive one verbal warning for non-compliance with this Contract.
2. If no correction is made within two weeks, I will receive written notice.
3. If no correction is made within another two weeks, I will receive written final notification that I have forfeited my gardening privileges and plot.
4. I may reapply for another garden plot only after one year, and only at the discretion of the Garden Manager.

15. Liability Waiver

I hereby agree to hold the HOA harmless from any and all liability for injuries, theft, or property damage of any nature arising out of my use of the Avenir Community Garden.

16. Commitment

I have read and understand this Contract and accept these rules, terms, and conditions for participation in the Avenir Community Garden.

Signed: _____ Date: _____

Gardener

Approved: _____ Date: _____

Garden Manager

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



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



**3564 N. Ocean Boulevard
Fort Lauderdale, Florida 33308
Phone: (954) 491-7811
Authorization No. CA2626**

INDEX OF SHEETS:

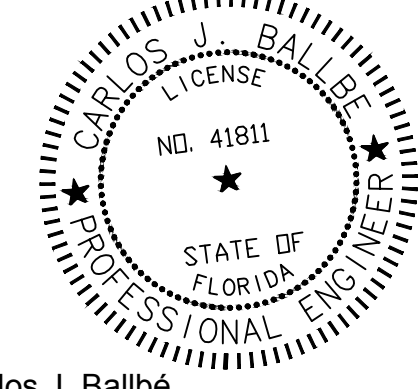
<i>DESCRIPTION:</i>	<i>SHEET NO.:</i>
<i>COVER SHEET</i>	<i>LW-1</i>
<i>GENERAL NOTES</i>	<i>LW-2</i>
<i>LAKE PERIMETER WALL PLANS</i>	<i>LW-3/LW-4</i>
<i>LAKE WALL SECTIONS</i>	<i>LW-5</i>

VERTICAL DATUM NOTE:
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Engineer of Record: 08/19/2026



Carlos J. Ballbé
Registered Engineer Number 41811
State of Florida

Project Number:
202303

Sheet Number:
PDI

Date:
08/19/2026

	TYPE "J" INLET	
	M.H.	
	90" - 15" R.C.P.	
	1%	
	1%	
	6.50 1.00	
	F.F.E. = 12.00	
	P.R.B.	
	U.E.	
	C.W.E.	
	L.M.T.	
	D.T.	
	E.O.W.	
	T.O.B.	
	EXISTING GATE VALVE AND FIRE HYDRANT	
	DOUBLE WATER SERVICE	
	SINGLE WATER SERVICE	
	FIRE HYDRANT AND GATE VALVE	
	BACTERIOLOGICAL SAMPLING POINT	
	W.M.	
	G.V.	
	F.H.	
	B.R.	
	4" DIA. MANHOLE	
	R.E.	
	I.E.	
	DOUBLE SEWER SERVICE	
	SINGLE SEWER SERVICE	
	DIRECTION OF SANITARY SEWER FLOW	
	R/W LINE	
	PROPERTY LINE	
	CENTERLINE C/L	
	EXISTING ELEVATION	
	EXISTING CONCRETE POWER POLE	
	EXISTING WOOD POLE	
	BOT 8" W.M.= 0.00	
	TOP 8" SAN= 0.00	
	SAN=	
	W.M.= 0.00	
	RCP= 0.00	
	F.M.= 0.00	

Always call 811 two full business days before you dig



LAKE PERIMETER WALL PLANS

GENERAL NOTES:

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE LIMITS OF THE SUBJECT PROPERTY SHALL CONFORM TO THE STANDARDS AND SPECIFICATION OF THE CITY OF PALM BEACH GARDENS, FLORIDA DEPARTMENT OF HEALTH - PALM BEACH COUNTY, PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, AND SEACOAST UTILITY AUTHORITY MINIMUM CONSTRUCTION STANDARDS AND SPECIFICATIONS (LATEST EDITION).

2. IT SHALL BE THE DUTY OF THE CONTRACTOR, UPON EXECUTION OF THE CONTRACT, TO INFORM ALL PUBLIC SERVICES COMPANIES, INDIVIDUALS, AND ANY OTHERS OWNING OR CONTROLLING AND FACILITIES OR STRUCTURES WITHIN THE LIMITS OF THE PROJECT WHICH MAY CONFLICT WITH CONSTRUCTION OF THIS PROJECT, INCLUDING U.N.C.L.E. AT (800) 432- 4770. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, STRUCTURES, SURVEY MARKERS AND OTHER FACILITIES. ALSO, CONTRACTOR SHALL INSPECT SITE AND VERIFY IF OTHER UTILITIES/STRUCTURES ARE PRESENT ON THE SITE OTHER THAN THOSE SHOWN ON THE PLANS.

3. THE CONTRACTOR IS REQUIRED TO FULLY INFORM HIMSELF CONCERNING THE LOCATIONS OF PUBLIC AND PRIVATE FACILITIES AND STRUCTURES ON, UNDER, OR OVER THE PROJECT WHICH MAY OR MAY NOT REQUIRE RELOCATION, ADJUSTMENT, AND/OR RECONSTRUCTION, AND WHICH MAY INTERFERE WITH HIS OPERATIONS. ALSO, CONTRACTOR SHALL PREPARED HIS BID AND ENTERED INTO THE CONTRACT IN FULL UNDERSTANDING OF THE CONDITIONS TO BE ENCOUNTERED AND HIS RESPONSIBILITY THEREWITH. ENGINEER HAS SHOWN ON THE DRAWINGS SUCH FACILITIES AND STRUCTURE THAT ARE OBVIOUS FROM A VISIT TO THE SITE, THE LOCATIONS OF WHICH HAVE BEEN OBTAINED FROM EXISTING MAPS AND RECORDS AND ARE, THEREFOR, SHOWN IN APPROXIMATE LOCATIONS. SUCH INDICATIONS ON THE DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY IN THIS RESPECT. OWNER AND ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR ANY OMISSION OR FAILURE TO GIVE NOTICE TO THE CONTRACTOR OF ANY FACILITY OR STRUCTURE ON, UNDER, OR OVER THE PROJECT.

4. CONTRACTOR SHALL PROTECT BENCHMARKS, UTILITIES, EXISTING TREES, SHRUBS AND OTHER LANDSCAPE FEATURES DESIGNATED FOR PRESERVATION WITH TEMPORARY FENCING OR BARRICADE SATISFACTORY TO THE ENGINEER. NO MATERIAL SHALL BE STORED OR CONSTRUCTION OPERATION CARRIED ON WITHIN 4 FEET OF ANY TREE TO BE SAVED OR WITHIN THE TREE PROTECTION FENCE.

5. THE CONTRACTOR SHALL SAVE HARMLESS THE OWNER FROM ANY EXPENSES INCURRED IN THE RELOCATION, PRESERVATION, OR RECONSTRUCTION OF AND SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.

6. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS, SIZE, MATERIAL AND ELEVATION OF THE EXISTING FACILITIES PRIOR TO CONSTRUCTION AND SHALL CONTACT THE ENGINEER-OF-RECORD SHOULD THERE BE ANY DISCREPANCIES WITH THE APPROVED CONSTRUCTION DRAWINGS.

7. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH SEACOAST UTILITY AUTHORITY, THE CITY, COUNTY, OWNER, CONTRACTOR, DRAINAGE DISTRICT, ENGINEER AND ALL INTERESTED PARTIES INVOLVED WITH THE CONSTRUCTION OF THE IMPROVEMENTS. CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON-SITE. THE PLANS ARE TO BE MADE AVAILABLE TO THE CITY ENGINEER OR HIS DESIGNEE UPON REQUEST.

8. THE CONTRACTOR SHALL SAFEGUARD ALL EXISTING LANDSCAPING WHEN POSSIBLE. SOD RESTORATION IS NOT PART OF THIS CONTRACT, HOWEVER THE CONTRACTOR SHALL RESTORE THE CONSTRUCTION AREA SO THAT IT CAN BE SODDED WITHOUT ADDITIONAL WORK BEING REQUIRED. SOD AND LANDSCAPING WORK SHALL BE COORDINATED BY THE LANDSCAPE ARCHITECT.

9. CONTRACTOR SHALL INFORM ALL COMPANIES, INDIVIDUALS AND OTHER OWNING OR CONTROLLING FACILITIES OR STRUCTURES WITHIN THE LIMITS OF THE WORK WHICH HAVE TO BE RELOCATED, ADJUSTED OR RECONSTRUCTED IN SUFFICIENT TIME FOR THE UTILITY OR ORGANIZATION TO PERFORM SUCH WORK IN CONJUNCTION WITH OR IN ADVANCE OF THE CONTRACTOR'S OPERATION.

10. CONTRACTOR SHALL PROVIDE TO OWNER AND ENGINEER WITH AS-BUILT INFORMATION PERTAINING TO THE LOCATION AND ELEVATION OF PROPOSED IMPROVEMENTS BY A FLORIDA REGISTERED SURVEYOR & MAPPER. AS-BUILT INFORMATION SHALL INCLUDE ALL STRUCTURES, PIPE, FITTINGS, SUBGRADE, BASE AND PAVEMENT. COMPACTION TESTING SHALL BE PERFORMED BY A FLORIDA STATE CERTIFIED SOILS TESTING LABORATORY. WATER AND SEWER AS BUILT SHALL BE INACCORDANCE WITH SEACOAST UTILITY AUTHORITY RECORD DRAWING SUBMITTAL GUIDE.

11. ALL DEVIATIONS FROM THE PLANS MUST BE APPROVED BY THE OWNER, ENGINEER-OF-RECORD AND PERMITTING AGENCIES WITH JURISDICTION ON THE WORK PRIOR TO THE WORK BEING PERFORMED.

12. CONTRACTOR MUST NOTIFY OWNER, ENGINEER, AND CITY AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION AND ANY REQUIRED INSPECTIONS AND TESTING.

13. ALL UNDERGROUND IMPROVEMENTS MUST BE INSPECTED BY THE ENGINEER AND PERMITTING AGENCIES PRIOR TO BACKFILLING.

14. A COPY OF THE FOLLOWING PUBLICATIONS MUST BE AVAILABLE AT THE SITE DURING CONSTRUCTION:

a. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST REVISION.

b. FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST REVISION.

c. UNITED STATES DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST REVISION.

d. SUA MINIMUM CONSTRUCTION STANDARDS

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: CJB Date: 08/2026

Drawn by: CJB Date: 08/2026

Checked by: CJB Date: 08/2026

BALLBÉ

& ASSOCIATES

Civil Engineering • Planning • Surveying

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

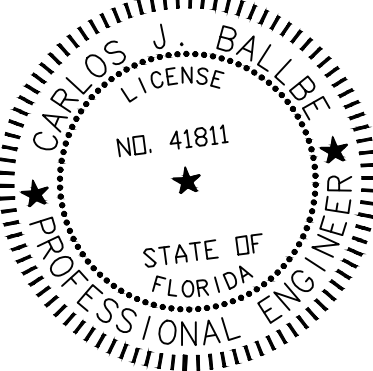
GENERAL NOTES

AVENIR POD II
AVENIR DEVELOPMENT, LLC

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Engineer of Record: 08/18/2026

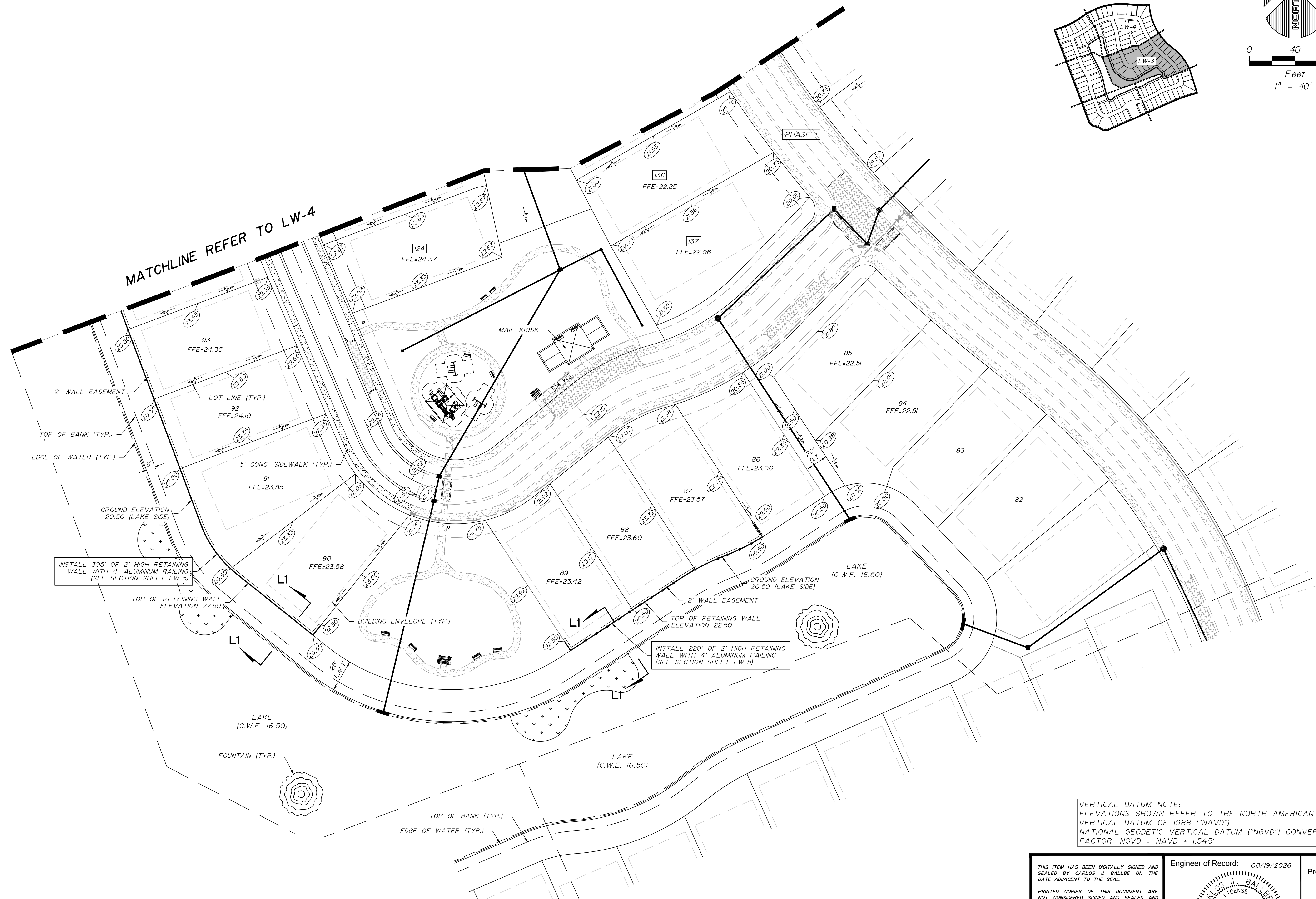


Carlos J. Ballbé
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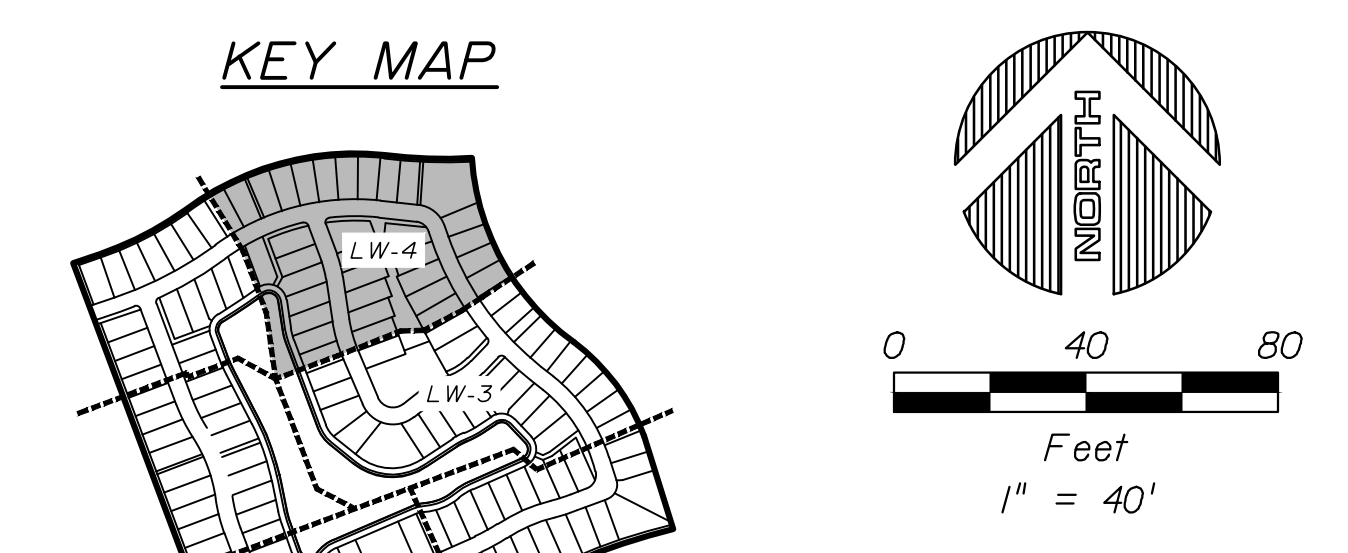
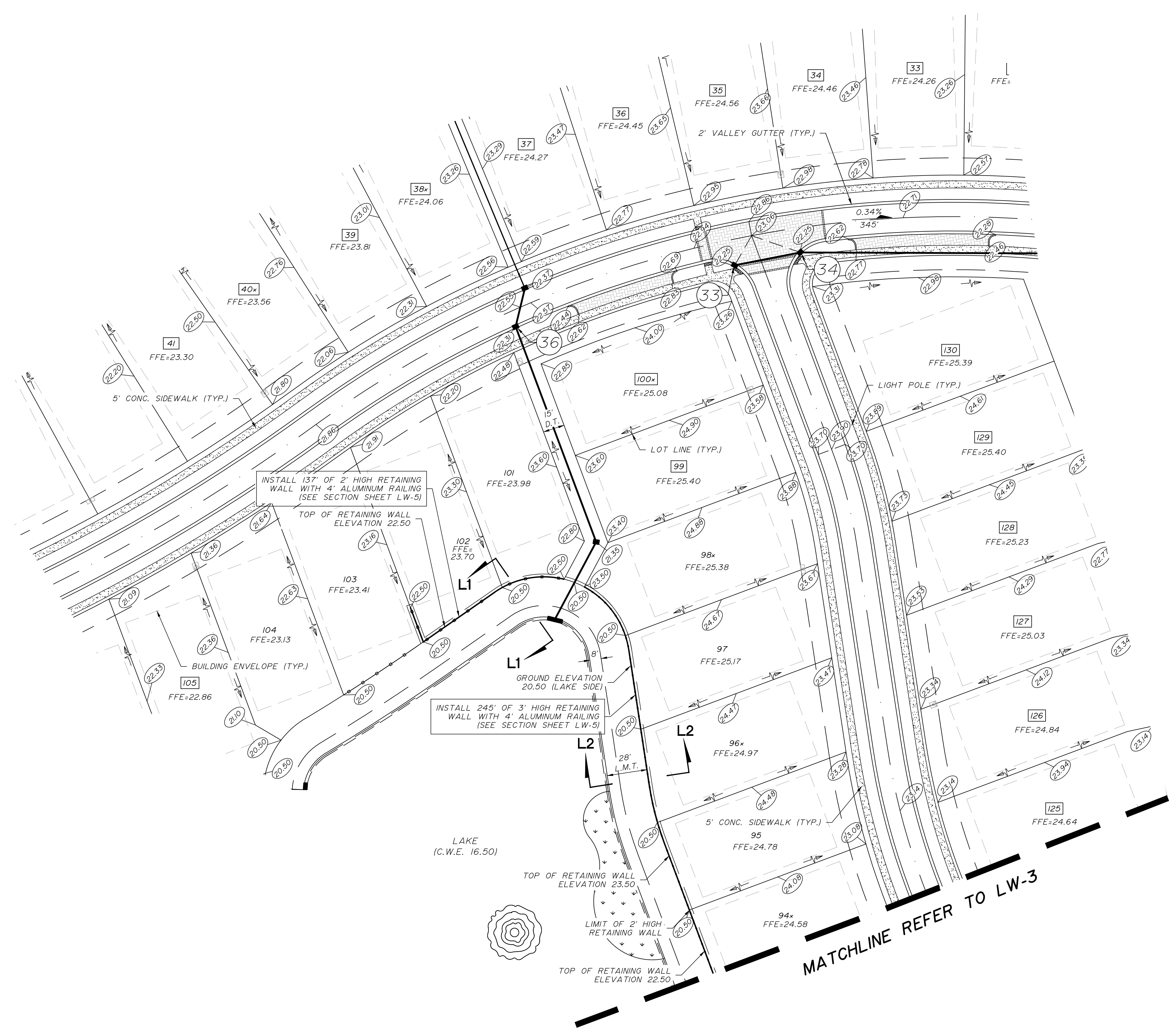
Sheet Number:
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Date:
08/18/2026



Date: 08/19/2026

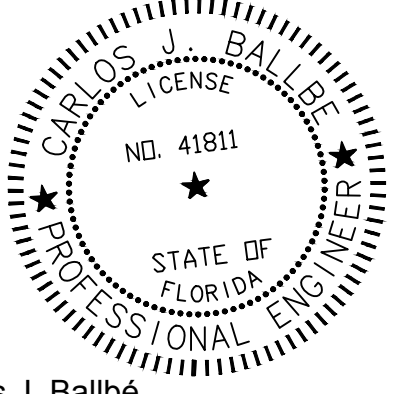
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Engineer of Record: 08/19/2026	Project Number: 202303
	Sheet Number: LW-4
	Date: 08/19/2026
Carlos J. Ballbe Registered Engineer Number 41811 State of Florida	

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION		

Designed by: CJB Date: 08/2026
Drawn by: CJB Date: 08/2026
Checked by: CJB Date: 08/2026

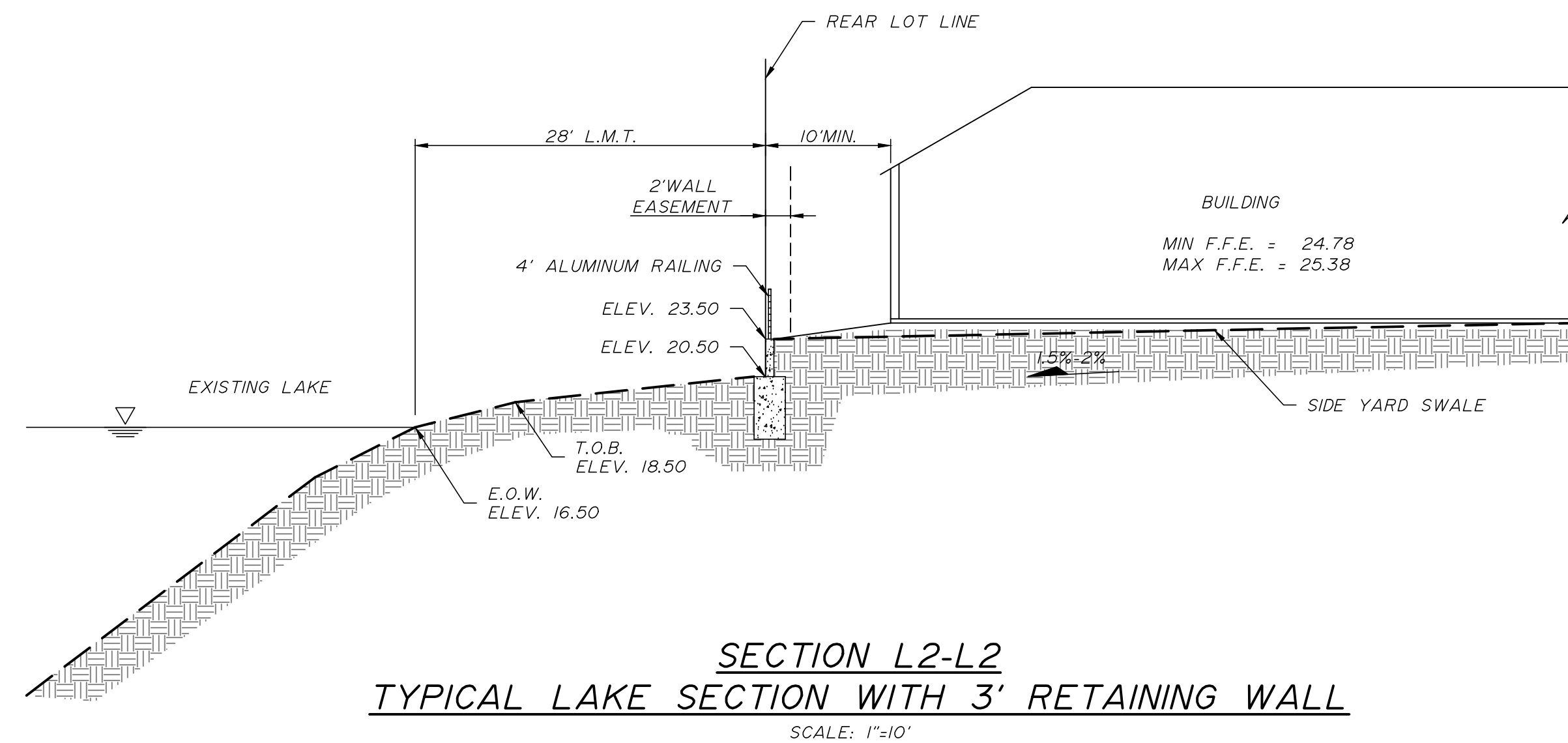
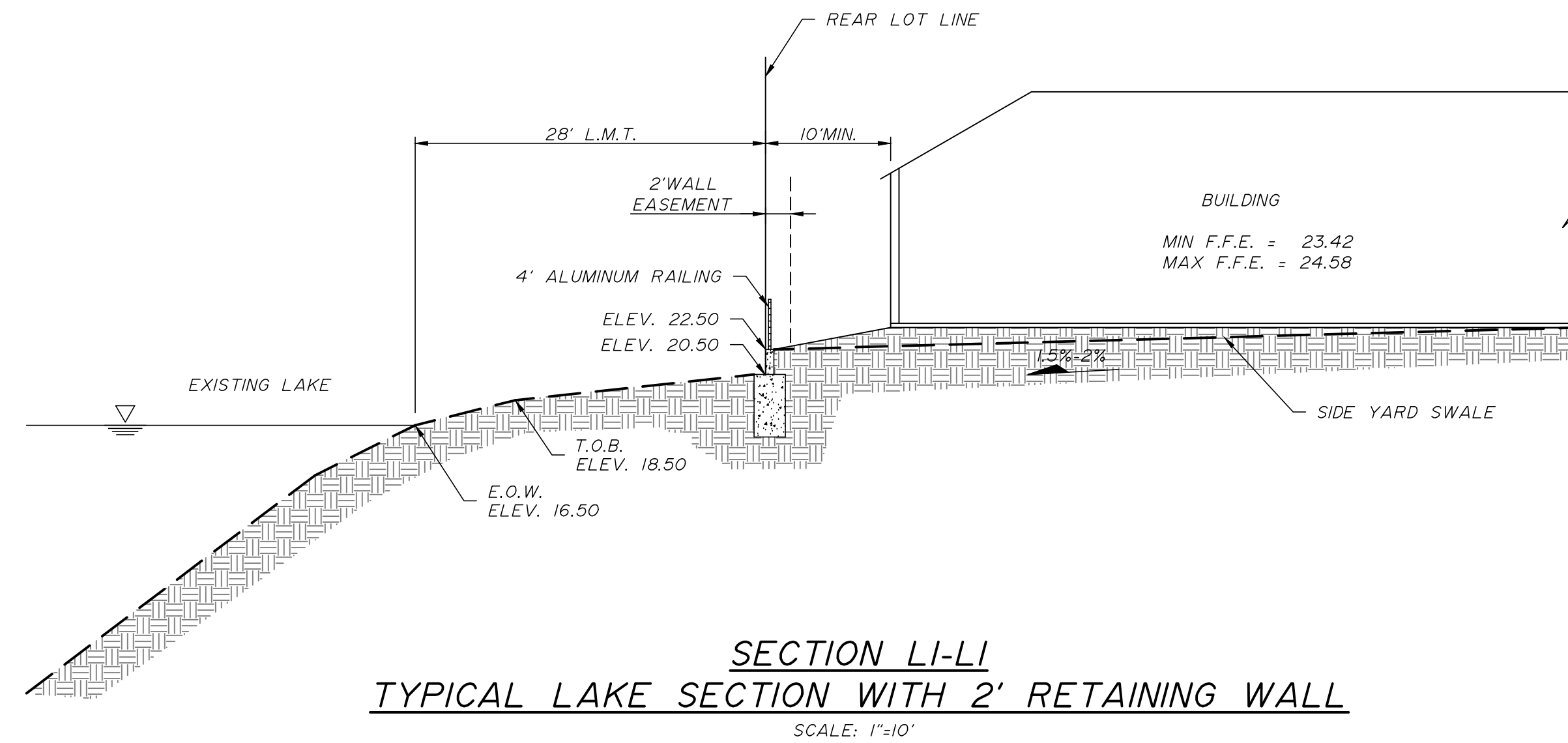
BALLBÉ
& ASSOCIATES

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Fort Lauderdale, Florida 33308
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Authorization No. CA-26426

LAKE PERIMETER WALL PLAN

AVENIR POD II
AVENIR DEVELOPMENT, LLC



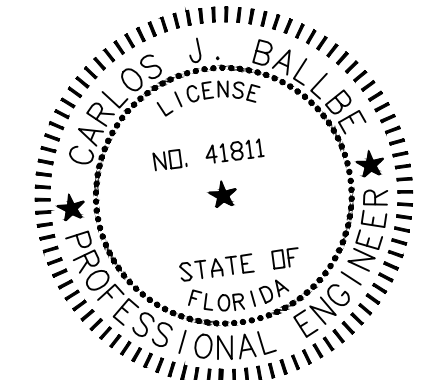
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Engineer of Record: 08/19/2026

Project Number:
202303

Sheet Number:
LW-5

Date:
08/19/2026



Carlos J. Ballbe
 Registered Engineer Number 41811
 State of Florida

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

Designed by: C.M.M. Date: 02/2026
 Drawn by: C.M.M. Date: 02/2026
 Checked by: C.J.B. Date: 02/2026

BALLBÉ & ASSOCIATES
 Civil Engineering • Planning • Surveying

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

TYPICAL SECTIONS
AVENIR POD II - PHASE 2
 AVENIR DEVELOPMENT, LLC

MAINTENANCE AGREEMENT
(Avenir – Pod 10)

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

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

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

RECITALS:

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

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

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

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

1.0 Recitals

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

2.0 Association’s Performance of Maintenance Services

The District and the Association hereby agree, as follows:

- (A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as

set forth in the attached Exhibit “D” (the “Maintenance Services”) for the Improvements within the District Property;

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

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

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

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

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

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, “Applicable Laws”), arising in connection with the Association’s failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of

Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

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

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

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

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

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

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

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

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

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

5.0 Default, Remedies, and District Expenditures.

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

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

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

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

6.0 Indemnification.

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

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(B) THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED

COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

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

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

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

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

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

8.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this

Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions.

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

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

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

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

AS TO THE ASSOCIATION: Longview at Avenir Neighborhood Association, Inc.
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) **Records:**

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

[SIGNATURE PAGES FOLLOW]

[Signature Page to Maintenance Agreement]

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

ATTEST:

DISTRICT:

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

By: _____

Name: Virginia Cepero

Title: Chairperson of the Board

Secretary/Assistant Secretary

Date: September __, 2026

[Signature Page to Maintenance Agreement – Pod 10]

[Signature Page to Maintenance Agreement]

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

ASSOCIATION:

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

By: _____

Name: Rosa Eckstein Schechter

Title: Vice President

Date: September __, 2026

[Signature Page to Maintenance Agreement – Pod 10]

EXHIBIT “A”

DESCRIPTION OF DISTRICT PROPERTY

Tract LM1 and Tract LM2, of Avenir - POD 10, according to the Plat thereof as recorded in Plat Book 138, Page 88, of the Public Records of Palm Beach County, Florida.

EXHIBIT “B”

WATER MANAGEMENT TRACT

Tract W1 and Tract W2, of Avenir - POD 10, according to the Plat thereof as recorded in Plat Book 138, Page 88, of the Public Records of Palm Beach County, Florida.

EXHIBIT “C”

DESCRIPTION OF IMPROVEMENTS

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

EXHIBIT “D”

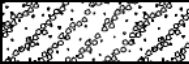
DESCRIPTION OF MAINTENANCE SERVICES

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

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

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

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

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

Instrument Prepared By and Return to:

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

Space Above this Line for Recording Data

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT

[AVENIR – POD 10]

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this “**Easement**”), made this ____ day of September, 2026 (the “**Effective Date**”), between **LONGVIEW AT AVENIR NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (“**Grantor**”) and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“**CDD**”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of real property situate in Palm Beach County, Florida, which property is more particularly described as:

Tract O-2, and Tract O-3 of AVENIR - POD 10, according to the Plat thereof as recorded in Plat Book 138, Page 88, of the Public Records of Palm Beach County, Florida (the “**Easement Area**”);

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor’s sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the

“Improvements”) contained in the Easement Area. The Improvements shall be deemed to include the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Easement Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.

3. **Maintenance Responsibility.**

- a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit “A” attached hereto (the **“Maintenance Services”**). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.
- b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.
- c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities’ and agencies’ permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.
- d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.
- e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.
- f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.
- g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances,

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

4. **Excluded Events.** The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an “**Excluded Event**”). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD’s failure to provide said notice shall not negate Grantor’s responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.
5. **Emergency Intervention by Grantor.** In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor’s reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD’s failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.
6. **Binding Effect.** This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor’s successors in title to the Easement Area.

7. **Default.**

- a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.
- b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.
- c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.
- d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this

Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.

8. **Term of Agreement.** This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.
9. **Insurance.** The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
10. **Amendment.** This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.
11. **Authority.** Each of Grantor and CDD does hereby warrant that this document has been duly executed.
12. **Miscellaneous.**
 - a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.
 - b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.
 - c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to

the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.

- d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.
- e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.
- f. In the event that either party is required to enforce this Easement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

Signature Page to Landscape Maintenance Easement Agreement

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

Signed, sealed and delivered
In the presence of:

LONGVIEW AT AVENIR
NEIGHBORHOOD ASSOCIATION, INC., a
 Florida corporation not for profit

Witness sign: _____
 Print name: Eileen Valdes Jimenez
 Print Address: 550 Biltmore Way, Suite 1110
 Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

Witness sign: _____
 Print name: Michele Ray
 Print Address: 550 Biltmore Way, Suite 1110
 Coral Gables, FL 33134

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 September, 2026, by Rosa Eckstein Schechter, the Vice President of **LONGVIEW AT AVENIR NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, who ☒ is personally known to me or who ☐ has produced as identification.

Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Landscape Easement – Pod 10]

68

EXHIBIT “A”

Maintenance Services

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

This Instrument Prepared by
and to be Returned to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAKE INTERCONNECT EASEMENT

[AVENIR – POD 10]

THIS LAKE INTERCONNECT EASEMENT (this “**Easement**”) is entered into as of the ____ day of September, 2026, (the “**Effective Date**”) by and between **LONGVIEW AT AVENIR NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit (“**Grantor**”), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Grantor and the District are hereinafter referred to collectively as the “**Parties**”, and each individually is a “**Party**”.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in Palm Beach County, Florida, the legal description of which is set forth in **Exhibit “A”** attached hereto (the “**Easement Premises**”);

WHEREAS, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as Tract W1 and Tract W2, of AVENIR - POD 10, according to the Plat thereof as recorded in Plat Book 138, Page 88, of the Public Records of Palm Beach County, Florida (the “**Lake Areas**”); and

WHEREAS, Grantor desires to grant the District an easement over the Easement Premises for the placement of drainage pipes and related facilities to connect the Lake Areas.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Easement and made a part hereof.

2. **Grant of Easement.** Grantor hereby grants to the District, its agents, employees and invitees, a perpetual easement over, under, across, and through the Easement Premises for the purposes of construction, installation, maintenance, operation, repair, and replacement of drainage pipes and related facilities and equipment (collectively, the “**Drainage Facilities**”) to connect the Lake Areas.

3. **Term.** This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida.

4. **Maintenance and Repair.** The District shall, at its sole cost and expense, maintain all of the Drainage Facilities located within the Easement Premises in good order and repair; provided, however, any damage caused to the Drainage Facilities by Grantor shall be repaired by Grantor, at its sole cost and expense. Except with respect to the Drainage Facilities, the Easement Premises shall be maintained by Grantor, at its sole cost and expense, in a clean, well-kept condition; provided, however, any damage caused to the Easement Premises by the District shall be repaired by the District, at its sole cost and expense. All such maintenance and repair shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws and regulations, and in a manner so as to minimize disruption of use of the properties by their respective owners.

5. **Indemnification.** The District hereby agrees, to the extent allowed by law, to indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys’ fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the District’s use of this Easement. This provision shall survive the termination of this Easement.

6. **No Interference.** The District agrees to exercise the rights granted under this Easement in such a manner as to not interfere with Grantor’s use of the Easement Premises.

7. **Rights Reserved.** Grantor hereby reserves all rights of ownership in and to the Easement Premises that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Premises and the right to use the Easement Premises for all uses not interfering with the uses permitted under this Easement.

8. **Parties Bound by this Easement.** This Easement shall be binding upon and shall inure to the benefit of Grantor and the District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

9. **Amendment.** Any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

10. **Enforcement.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs, including appellate and mediation.

11. Governing Law and Venue. The terms of this Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

12. Notices. Any notice provided for or concerning this instrument shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each Party as set forth at the beginning of this Easement or at any subsequent address for either of the Parties or their successors and assigns following notice of an address change.

13. Counterparts. This Easement may be executed in counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Easement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

14. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

15. Sovereign Immunity. Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded the District pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16. Relocation of Easement Premises. The Parties agree that if the City of Palm Beach Gardens approves a modification of the plans for the development of Longview at Avenir (Pod 10) (the “**Modified Plans**”), which Modified Plans require a relocation of all or any portion of the Easement Premises for the proper functioning of the drainage system serving Longview at Avenir (Pod 10), as reasonably determined by the District Engineer, then the Parties, or their successors or assigns, will reasonably cooperate to amend this Easement so that the Easement Premises are consistent with such Modified Plans, as reasonably determined by the District Engineer.

[Signature pages follow]

73

IN WITNESS WHEREOF, the District has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

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

Witness sign: _____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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

Witness sign: _____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 September, 2026, by Virginia Cepero, as Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Stamp/Seal: _____

[Signature Page to Lake Interconnect Easement – Pod 10]

EXHIBIT “A”

Easement Premises

[See attached]

**MAINTENANCE AGREEMENT
(Avenir – Pod 11)**

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

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

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

RECITALS:

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

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

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

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

1.0 Recitals

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

2.0 Association’s Performance of Maintenance Services

The District and the Association hereby agree, as follows:

- (A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as

set forth in the attached Exhibit “D” (the “Maintenance Services”) for the Improvements within the District Property;

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

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

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

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

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

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, “Applicable Laws”), arising in connection with the Association’s failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of

Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

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

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

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

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

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

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

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

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

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

5.0 Default, Remedies, and District Expenditures.

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

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

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

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

6.0 Indemnification.

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

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(B) THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED

COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

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

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

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

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

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

8.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this

Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions.

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

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

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

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

AS TO THE ASSOCIATION: Stone Gate at Avenir Neighborhood Association, Inc.
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) **Records:**

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

/SIGNATURE PAGES FOLLOW/

[Signature Page to Maintenance Agreement]

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

ATTEST:

DISTRICT:

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

By: _____

Name: Virginia Cepero

Title: Chairperson of the Board

Secretary/Assistant Secretary

Date: September __, 2026

[Signature Page to Maintenance Agreement – Pod 11]

[Signature Page to Maintenance Agreement]

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

ASSOCIATION:

**STONE GATE AT AVENIR
NEIGHBORHOOD ASSOCIATION, INC.**, a
Florida corporation not for profit

By: _____

Name: Rosa Eckstein Schechter

Title: Vice President

Date: September __, 2026

[Signature Page to Maintenance Agreement – Pod 11]

EXHIBIT “A”

DESCRIPTION OF DISTRICT PROPERTY

Tract LM, of AVENIR - POD 11, according to the Plat thereof as recorded in Plat Book 138, Page 99, of the Public Records of Palm Beach County, Florida.

EXHIBIT “B”

WATER MANAGEMENT TRACT

Tract W, of Avenir - POD 11, according to the Plat thereof as recorded in Plat Book 138, Page 99, of the Public Records of Palm Beach County, Florida.

EXHIBIT “C”

DESCRIPTION OF IMPROVEMENTS

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

EXHIBIT “D”

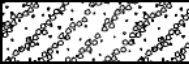
DESCRIPTION OF MAINTENANCE SERVICES

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

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

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

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

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

Instrument Prepared By and Return to:

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

Space Above this Line for Recording Data

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT

[AVENIR – POD 11]

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this “**Easement**”), made this ____ day of September, 2026 (the “**Effective Date**”), between **STONE GATE AT AVENIR NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134 (“**Grantor**”) and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“**CDD**”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of real property situate in Palm Beach County, Florida, which property is more particularly described as:

Tract O-1, Tract O-4, and Tract O-6 of AVENIR - POD 11, according to the Plat thereof as recorded in Plat Book 138, Page 99, of the Public Records of Palm Beach County, Florida (the “**Easement Area**”);

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor’s sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the “**Improvements**”) contained in the Easement Area. The Improvements shall be deemed to include the façade (but not

structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Easement Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.

3. **Maintenance Responsibility.**

- a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit "A" attached hereto (the "**Maintenance Services**"). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.
- b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.
- c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.
- d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.
- e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.
- f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.
- g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over

landscaping materials and irrigation facilities constituting the Improvements (collectively, “**Applicable Laws**”), arising in connection with the CDD’s failure to perform the Maintenance Services in the manner required under this Easement. Any fines, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD’s actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one’s actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD’s performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor’s actual knowledge of such changes.

4. **Excluded Events.** The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an “**Excluded Event**”). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD’s failure to provide said notice shall not negate Grantor’s responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.
5. **Emergency Intervention by Grantor.** In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor’s reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD’s failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.
6. **Binding Effect.** This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor’s successors in title to the Easement Area.
7. **Default.**

- a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.
- b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.
- c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.
- d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the

purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.

8. **Term of Agreement.** This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.
9. **Insurance.** The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
10. **Amendment.** This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.
11. **Authority.** Each of Grantor and CDD does hereby warrant that this document has been duly executed.
12. **Miscellaneous.**
 - a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.
 - b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.
 - c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.

- d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.
- e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.
- f. In the event that either party is required to enforce this Easement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

Signature Page to Landscape Maintenance Easement Agreement

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

Signed, sealed and delivered
In the presence of:

**STONE GATE AT AVENIR
NEIGHBORHOOD ASSOCIATION, INC., a
Florida corporation not for profit**

Witness sign: _____
 Print name: Eileen Valdes Jimenez
 Print Address: 550 Biltmore Way, Suite 1110
 Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

Witness sign: _____
 Print name: Michele Ray
 Print Address: 550 Biltmore Way, Suite 1110
 Coral Gables, FL 33134

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 September, 2026, by Rosa Eckstein Schechter, the Vice President of **STONE GATE AT AVENIR NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit, who ☒ is personally known to me or who ☐ has produced as identification.

Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal:_____

[Signature Page to Landscape Easement – Pod 11]

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

Signed, sealed and delivered
In the presence of:

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

Witness sign: _____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Virginia Cepero
Title: Chair

Witness sign: _____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 September, 2026, by Virginia Cepero, as Chair of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal: _____

[Signature Page to Landscape Easement – Pod 11]

EXHIBIT “A”

Maintenance Services

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

This Instrument Prepared by
and to be Returned to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAKE INTERCONNECT EASEMENT

[AVENIR – POD 11]

THIS LAKE INTERCONNECT EASEMENT (this “**Easement**”) is entered into as of the ____ day of September, 2026, (the “**Effective Date**”) by and between **STONE GATE AT AVENIR NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not for profit (“**Grantor**”), whose mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, FL 33134, and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) whose mailing address is c/o Special District Services, 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410. Grantor and the District are hereinafter referred to collectively as the “**Parties**”, and each individually is a “**Party**”.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Palm Beach County, Florida, the legal description of which is set forth in **Exhibit “A”** attached hereto (the “**Easement Premises**”);

WHEREAS, the District has ownership of, or maintenance responsibility with respect to, certain water management tracts legally described as Tract W, of AVENIR - POD 11, according to the Plat thereof as recorded in Plat Book 138, Page 99, of the Public Records of Palm Beach County, Florida (the “**Lake Areas**”); and

WHEREAS, Grantor desires to grant the District an easement over the Easement Premises for the placement of drainage pipes and related facilities to connect the Lake Areas.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Easement and made a part hereof.

2. **Grant of Easement.** Grantor hereby grants to the District, its agents, employees and invitees, a perpetual easement over, under, across, and through the Easement Premises for the purposes of construction, installation, maintenance, operation, repair, and replacement of drainage pipes and related facilities and equipment (collectively, the “**Drainage Facilities**”) to connect the Lake Areas.

3. **Term.** This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida.

4. **Maintenance and Repair.** The District shall, at its sole cost and expense, maintain all of the Drainage Facilities located within the Easement Premises in good order and repair; provided, however, any damage caused to the Drainage Facilities by Grantor shall be repaired by Grantor, at its sole cost and expense. Except with respect to the Drainage Facilities, the Easement Premises shall be maintained by Grantor, at its sole cost and expense, in a clean, well-kept condition; provided, however, any damage caused to the Easement Premises by the District shall be repaired by the District, at its sole cost and expense. All such maintenance and repair shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws and regulations, and in a manner so as to minimize disruption of use of the properties by their respective owners.

5. **Indemnification.** The District hereby agrees, to the extent allowed by law, to indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys’ fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with, the District’s use of this Easement. This provision shall survive the termination of this Easement.

6. **No Interference.** The District agrees to exercise the rights granted under this Easement in such a manner as to not interfere with Grantor’s use of the Easement Premises.

7. **Rights Reserved.** Grantor hereby reserves all rights of ownership in and to the Easement Premises that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Premises and the right to use the Easement Premises for all uses not interfering with the uses permitted under this Easement.

8. **Parties Bound by this Easement.** This Easement shall be binding upon and shall inure to the benefit of Grantor and the District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

9. **Amendment.** Any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

10. **Enforcement.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs, including appellate and mediation.

11. **Governing Law and Venue.** The terms of this Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

12. **Notices.** Any notice provided for or concerning this instrument shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each Party as set forth at the beginning of this Easement or at any subsequent address for either of the Parties or their successors and assigns following notice of an address change.

13. **Counterparts.** This Easement may be executed in counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Easement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

14. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

15. **Sovereign Immunity.** Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded the District pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16. **Relocation of Easement Premises.** The Parties agree that if the City of Palm Beach Gardens approves a modification of the plans for the development of AVENIR – POD 11 (the “**Modified Plans**”), which Modified Plans require a relocation of all or any portion of the Easement Premises for the proper functioning of the drainage system serving AVENIR – POD 11, as reasonably determined by the District Engineer, then the Parties, or their successors or assigns, will reasonably cooperate to amend this Easement so that the Easement Premises are consistent with such Modified Plans, as reasonably determined by the District Engineer.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

STONE GATE AT AVENIR
NEIGHBORHOOD ASSOCIATION, INC.,
a Florida corporation not for profit

Witness sign: _____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

Witness sign: _____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 September, 2026, by Rosa Eckstein Schechter, Vice President of STONE GATE AT AVENIR NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who:
☒ is personally known to me or
☐ has produced _____ as identification.

Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Seal: _____

[Signature Page to Lake Interconnect Easement – Pod 11]

IN WITNESS WHEREOF, the District has signed and sealed this instrument as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

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

Witness sign: _____
Print name: Eileen Valdes Jimenez
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

By: _____
Name: Virginia Cepero
Title: Chair

Witness sign: _____
Print name: Michele Ray
Print Address: 550 Biltmore Way, Suite 1110
Coral Gables, FL 33134

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 September, 2026, by Virginia Cepero, as Chair of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public – State of Florida
Eileen Valdes Jimenez

Notary Stamp/Seal: _____

[Signature Page to Lake Interconnect Easement – Pod 11]

EXHIBIT “A”

Easement Premises

[See attached]

**MAINTENANCE AGREEMENT
(Parcel B Townhomes)**

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

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

ESSEX AT AVENIR ASSOCIATION, INC., a Florida corporation not for profit, whose address is P.O. Box 3435, West Palm Beach, FL 33401 (the “Association”).

RECITALS:

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

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

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

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

1.0 Recitals

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

2.0 Association’s Performance of Maintenance Services

The District and the Association hereby agree, as follows:

- (A) the Association shall provide, and be responsible for all costs that are associated with or arise out of, the landscape, irrigation, and maintenance services and materials as

set forth in the attached Exhibit “D” (the “Maintenance Services”) for the Improvements within the District Property;

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

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

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

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

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

(G) the Association shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, “Applicable Laws”), arising in connection with the Association’s failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by Association within fifteen (15) business days of

Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to Association's performance of this Agreement, however, the District shall notify the Association of any changes to any Applicable Laws within a reasonable period of time of the District's actual knowledge of such changes;

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

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

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

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

4.0 Emergency Intervention by the District

In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by the District in its reasonable discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the Association and if the Association does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Agreement:

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

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

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

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

5.0 Default, Remedies, and District Expenditures.

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

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

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

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

6.0 Indemnification.

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

7.0 Insurance.

(A) The Association shall individually maintain, and require any contractor hired by the Association to perform the Maintenance Services ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(B) THE ASSOCIATION AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM THE MAINTENANCE SERVICES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED

COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE.

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

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

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

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

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

8.0 Term of Agreement.

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on October 1st of said 5th year, unless the Association provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement at any time (including at any time during which the Association may be in default under this

Agreement) for any reason or no reason by providing at least sixty (60) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

9.0 Miscellaneous Provisions.

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

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

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

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

AS TO THE ASSOCIATION: Essex at Avenir Association, Inc.
P.O. Box 3435
West Palm Beach, FL 33401

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) **Records:**

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

[SIGNATURE PAGES FOLLOW]

[Signature Page to Maintenance Agreement]

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

ATTEST:

DISTRICT:

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

By: _____

Name: Virginia Cepero

Title: Chairperson of the Board

Secretary/Assistant Secretary

Date: September __, 2026

[Signature Page to Maintenance Agreement – Parcel B Townhomes]

[Signature Page to Maintenance Agreement]

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

ASSOCIATION:

ESSEX AT AVENIR ASSOCIATION, INC., a
Florida corporation not for profit

By: _____
Name: _____
Title: _____

Date: September __, 2026

[Signature Page to Maintenance Agreement – Parcel B Townhomes]

EXHIBIT “A”

DESCRIPTION OF DISTRICT PROPERTY

EXHIBIT “B”

WATER MANAGEMENT TRACT

EXHIBIT “C”

DESCRIPTION OF IMPROVEMENTS

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

EXHIBIT “D”

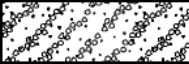
DESCRIPTION OF MAINTENANCE SERVICES

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

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

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

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

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

Instrument Prepared By and Return to:

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

Space Above this Line for Recording Data

LANDSCAPE MAINTENANCE EASEMENT AGREEMENT

[PARCEL B TOWNHOMES]

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this “**Easement**”), made this ____ day of September, 2026 (the “**Effective Date**”), between **ESSEX AT AVENIR ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is P.O. Box 3435, West Palm Beach, FL 33401 (“**Grantor**”) and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“**CDD**”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of real property situate in Palm Beach County, Florida, which property is more particularly described as:

Tract OS-12 of AVENIR – PARCEL B TOWNHOMES, according to the Plat thereof as recorded in Plat Book 138, Page 156, of the Public Records of Palm Beach County, Florida.

AND

Those portions of Tract OS-1, Tract OS-15 and OS-22 encumbered by the 15’ Landscape Buffer Easements, of AVENIR – PARCEL B TOWNHOMES, according to the Plat thereof as recorded in Plat Book 138, Page 156, of the Public Records of Palm Beach County, Florida (the “**Easement Area**”);

WHEREAS, the Easement Area is located within the jurisdictional boundaries of the CDD and the CDD desires an easement over the Easement Area, as the intent of the parties is for the Grantor to install or have installed the Improvements, as later defined, at Grantor’s sole cost and expense, and upon completion of the Improvements, for the CDD to provide for the regular and routine Maintenance Services, as later defined, of said Improvements utilizing funds collected from the assessable lands within the CDD for purposes of the operation and maintenance of the CDD; and

WHEREAS, Grantor is willing to grant such easement upon and subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other contained herein and other good and valuable considerations, Grantor and CDD hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement.** Grantor does hereby grant unto the CDD a non-exclusive easement over the Easement Area to repair, maintain, and replace the landscape improvements including but not limited to, trees, bushes, flowers, plantings, sod, ground cover, and irrigation systems (including irrigation lines, facilities, pumps and timers) appurtenant thereto (hereinafter the “**Improvements**”) contained in the Easement Area. The Improvements shall be deemed to include the façade (but not structure) of the side of the buffer walls constructed (or to be constructed) upon or adjacent to each Easement Area that is facing exterior to the residential subdivision adjacent to such walls. Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Easement Area and the right to use the Easement Area for all uses not interfering with the uses permitted under this Easement.
3. **Maintenance Responsibility.**
 - a. CDD shall maintain, repair, and replace the Improvements within the Easement Area, at its sole cost and expense, in a manner consistent with its maintenance of similar improvements throughout the jurisdictional boundaries of the CDD. Such maintenance shall include the services specified in Exhibit “A” attached hereto (the “**Maintenance Services**”). To the extent permitted by law, CDD shall defend, indemnify and hold Grantor harmless from any loss, liability, damages, injuries and claims as to foregoing, whether as to person or property, arising from the acts and omissions of CDD on and with respect to the Easement Area, and such indemnification obligations shall survive the termination of this Easement.
 - b. The Maintenance Services shall be provided by the CDD in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the CDD shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs, as reasonably determined by the CDD.
 - c. The Maintenance Services shall be provided by the CDD in strict compliance with all governmental entities’ and agencies’ permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions.
 - d. The Maintenance Services shall be provided by the CDD without interfering in any way with or encumbering the use, ownership, or other right or interest of any party in the Improvements or in the Easement Area, except to the extent reasonably necessary, on a temporary basis, for the CDD to perform its obligations under this Easement.
 - e. The CDD shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the CDD may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Easement.
 - f. The CDD shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget and levy non-ad valorem assessments against the owners of the benefitting lands within the CDD.

- g. The CDD shall be fully responsible for any and all fines and penalties imposed or levied by the South Florida Water Management District, the City of Palm Beach Gardens, or any other agency or entity having jurisdiction for violations or alleged violations of applicable water restrictions, ordinances, including but not limited to tree ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over landscaping materials and irrigation facilities constituting the Improvements (collectively, “**Applicable Laws**”), arising in connection with the CDD’s failure to perform the Maintenance Services in the manner required under this Easement. Any fines, penalties or other costs imposed against the Grantor for such violations shall immediately be paid by the CDD within fifteen (15) business days of the CDD’s actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one’s actual knowledge of such alleged violation of any Applicable Laws. The CDD shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the CDD’s performance of its obligations under this Easement, however, Grantor shall notify the CDD of any changes to any Applicable Laws within a reasonable period of time of the Grantor’s actual knowledge of such changes.
4. **Excluded Events.** The Maintenance Services to be performed by the CDD shall not include, by way of example but not limitation, the repair or replacement of Improvements that are damaged as a result of (i) a force majeure event, including without limitation, a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding or (ii) the acts or omissions of Grantor or any of its contractors, agents, officers, employees, volunteers, or representatives (an “**Excluded Event**”). Grantor shall be solely responsible for all aspects of repair or replacement of the Improvements that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any the occurrence of an Excluded Event, the CDD shall submit written notice to Grantor regarding any such damage to the Improvements due to the Excluded Event. However, the CDD’s failure to provide said notice shall not negate Grantor’s responsibilities pursuant to this paragraph. If, as a result of an Excluded Event, the CDD is delayed in the performance of any obligation under this Easement that it is otherwise responsible for, then the period of time to perform such obligation shall be extended for a reasonable period of time corresponding to the degree of the delay caused by the Excluded Event.
5. **Emergency Intervention by Grantor.** In the event of an emergency, such as a hurricane or other event requiring emergency action, as determined by Grantor in its reasonable discretion, and regardless of any language in this Easement to the contrary or any language in any contract or arrangement that the CDD may have with third parties concerning the Maintenance Services for the Improvements, Grantor reserves the unilateral and exclusive right to implement or initiate, upon twenty-four (24) hour advance written notice to the CDD and if the CDD does not initiate appropriate action within twenty-four (24) hours of receipt of notice, the following, to the extent necessary to address such emergency and in a manner consistent with the Maintenance Services described under this Easement: (a) the provision of any of the Maintenance Services and (b) the removal, modification, relocation, or replacement, as the case may be and in Grantor’s reasonable discretion, of one or more of the Improvements. Following termination of the emergency event and conclusion of emergency remedial actions, if any, Grantor shall so notify the CDD and the CDD shall thereupon be obligated to resume the provision of Maintenance Services under this Easement. For the purpose of clarity, the CDD’s failure to initiate any actions within the foregoing twenty-four (24) hour period shall not be considered a default under this Easement.

6. **Binding Effect.** This Easement shall be and constitutes a covenant running with the Easement Area, and shall inure to the benefit of, and be binding upon, the parties hereto and on Grantor's successors in title to the Easement Area.

7. **Default.**

- a. In addition to any other remedies available in law or equity, and any other rights of Grantor expressly provided in this Easement, if the CDD should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from Grantor, then in that event Grantor, at its sole discretion and with prior notice, may elect to (i) provide such Maintenance Services and thereby assume full maintenance responsibility as to the applicable Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the Grantor's reasonable discretion, one or more of the Improvements, to the extent the same would be required under the scope of the Maintenance Services, or (iii) terminate this Easement by providing written notice to the CDD and recording a termination of this Easement executed solely by Grantor in the Public Records of Palm Beach County, Florida. At such time as Grantor should commence performing any of the Maintenance Services pursuant to this section, and upon receipt of written notice from Grantor, the CDD shall promptly discontinue the provision of such Maintenance Services until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the CDD may have entered to perform such Maintenance Services; however, nothing contained herein shall be construed to limit or otherwise modify the either parties' rights to terminate this Easement in accordance with Section 8. Further, in such event, the CDD shall reimburse Grantor for the reasonable out-of-pocket costs incurred by the Grantor in providing such Maintenance Services (the "**Reimbursement Payments**") until such time as this Easement has been terminated (such obligation shall survive the termination of this Easement). In connection with any request by Grantor for Reimbursement Payments, Grantor shall provide to the CDD copies of invoices for the Maintenance Services provided by Grantor and the request for Reimbursement Payments shall not exceed the amount of the invoices for the applicable Maintenance Services.
- b. Before any breach by the CDD of its obligations under this Easement shall constitute a default, Grantor shall first provide the CDD with written notice of such breach and the CDD shall have a period of thirty (30) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the CDD has promptly commenced the appropriate actions to cure the breach within the initial thirty (30) day cure period and thereafter continues to diligently pursue such cure.
- c. Except as expressly provided in Section 7(a) above, any costs incurred by Grantor in performing the Maintenance Services for any reason, shall be borne solely by Grantor.
- d. At the sole discretion of Grantor, a default by the CDD under this Easement shall entitle Grantor to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the CDD's default under this Easement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate

remedies at law; therefore, the Grantor shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the CDD's obligations hereunder. Notwithstanding the foregoing, any claim to damages under this Easement by Grantor shall be limited to (a) the costs of any actual damage to the Easement Area or the Improvements resulting from the CDD's failure to perform the Maintenance Services in the manner required under this Easement, (b) any amounts owing in connection with the CDD's indemnification obligations, and (c) any enforcement costs due to Grantor under Section 12(f). For the purpose of clarity, in accordance with Section 5(c), Grantor shall not be entitled to any damages for the costs incurred by Grantor to simply perform the Maintenance Services in lieu of the CDD.

8. **Term of Agreement.** This Easement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Easement, the term of this Easement shall expire on midnight of September 30th of the year that is five (5) years following the year of the Effective Date. This Easement shall automatically renew for additional five years, commencing at 12:01 a.m. on October 1st of the that year, unless the CDD provides written notice before 5:00 p.m. on March 1st of the year in which the then-current term will expire that the CDD intends not to renew for an additional term. In addition to the rights and methods of termination established pursuant to any other provision of this Easement, either the Grantor or the CDD may terminate this Easement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Easement pursuant to this provision. Any termination of this Easement shall be evidenced by a termination executed by the CDD and the Grantor and recorded in the Public Records of Palm Beach County, Florida. Upon any such termination, each party agrees to reasonably cooperate with the other party in connection with the recording of an instrument evidencing the termination of this Easement.
9. **Insurance.** The CDD shall individually maintain, and require any contractor hired by the CDD to perform the Maintenance Services to maintain, throughout the term of this Easement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
10. **Amendment.** This Easement may only be amended by a written amendment duly executed by the Grantor and the CDD, or their successors and assigns, and recorded in the Public Records of Palm Beach County, Florida.
11. **Authority.** Each of Grantor and CDD does hereby warrant that this document has been duly executed.
12. **Miscellaneous.**
 - a. CDD's use of the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, state and federal laws, statutes, rules and regulations, including, without limitation, as to environmental matters.
 - b. The Easement granted hereunder is subject to all matters of record and those matters that a personal inspection or an accurate survey of the Easement Area would reveal. Grantor does not make any representation or warranty, express or implied, with respect to the Easement Area, including, without limitation, as to fitness for a particular purpose, design or conditions, compliance with laws, absence of defect, whether patent or latent, or the existence of any hazardous substance. CDD acknowledges that it has inspected the

Easement Area to the extent it deems necessary and has found the Easement Area satisfactory in all respects.

- c. CDD shall not commit or suffer to be committed any waste or nuisance upon the Easement Area and shall take such action necessary to terminate any nuisance or waste, except CDD shall not be liable to take such action to terminate any nuisance or waste to the extent an act or omission of Grantor is a substantial factor in the causation of such nuisance or waste.
- d. This Easement shall be governed by the laws of the State of Florida without giving effect to it conflict of laws principles. Venue and jurisdiction for any dispute arising under this Easement shall be exclusively in the courts located in Palm Beach County, Florida.
- e. All notices under this Easement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, to the party's address provided in the initial paragraph to this Easement. Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by nationally recognized overnight courier (such as Federal Express) with request for next business day delivery, shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Grantor and Grantee may modify their respective notice address by providing ten (10) days' prior written notice to the other.
- f. In the event that either party is required to enforce this Easement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
- g. Nothing contained in this Easement shall be deemed a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURE PAGES FOLLOW]

132

EXHIBIT “A”

Maintenance Services

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



September 14, 2026

Carlos Balbe, P.E.
District Engineer
Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

RE: Avenir S-3 Basin West Boundary Perimeter Fencing

Dear Carlos:

Pursuant to your request regarding the above referenced project, EW Consultants, Inc. is pleased to provide this proposed agreement for provision of professional environmental restoration services.

PROJECT UNDERSTANDING

The habitat restoration in the Southwest Mitigation Area (Phase 3 Mitigation Area within the S-3 Basin) has been completed and accepted by SFWMD. In order to prevent impacts from trespassing and unauthorized activities, installation of a perimeter fencing is necessary to maintain a secure perimeter for the S-3 Basin (Phase 3 Mitigation Area). The existing fencing in place is more than 25 years old, broken or missing in several locations, was entangled with vegetation that was eradicated for the habitat restoration, and should be removed. Because of invasive wildlife (wild hogs) and trespassers from adjacent properties to the west entering the S-3 Basin, we recommend installation of “hog wire” fence to control the perimeter.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 –Removal of Old Fence -

Under this Task, we will conduct any necessary additional clearing (425 +/- feet to connect to FPL fence) as well as removing all old fencing from the 4,765 +/- foot west perimeter of the S-3 Basin. All fence material (barbed wire) will be removed, hauled off site, and disposed of properly.

These Task 1 services will be provided for a lump sum fee of \$6,000.00.

Task 2 –Install S-3 Basin West Boundary Perimeter Fence -

Under this Task, we will install 4,765 +/- feet of perimeter fence along the west boundary of the S-3 Basin. The fence will be installed on the top of bank along the perimeter of the S-3 Basin throughout the length of Grapeview Boulevard. An additional 425 +/- feet of fence will be installed from the northern terminus of Grapeview pavement to connect to the FPL fence along their transmission corridor. This 425 +/- feet of additional fence will be installed in the location of the existing old fence.

The fence will include line posts (3-4 inch diameter) on 12 foot centers with “T” brace supports every 300 +/- feet. The fence wire will be high tensile strength “hog wire” (6-inch mesh) field fence 48 inches high. A smooth wire top strand and bottom strand will be installed with the field fence.

These Task 2 services will be provided for a lump sum fee of \$33,500.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

FEES AND BILLING

We will invoice monthly for the services specified above on the basis of percentage complete for each task.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Ed Weinberg, President

Signed: _____

Title: _____

Date: _____



September 21, 2026

Carlos Balbe, P.E.
District Engineer
Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

RE: Avenir Silt Fence Removal and Disposal

Dear Carlos:

Pursuant to your request regarding the above referenced project, EW Consultants, Inc. is pleased to provide this proposed agreement for provision of professional environmental restoration services.

PROJECT UNDERSTANDING

Throughout the perimeter of the N-1 and N-2 Basins as well as the west boundary of the Coconut Boulevard construction project, there is erosion control silt fence that was installed as part of construction projects. With the subject areas stabilized, the silt fence is no longer necessary. To allow for access to the Conservation Area for maintenance and management as well as the need to remove this debris, the silt fence requires removal and off site disposal.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 –Removal of Silt Fence Material -

Under this Task, we will manually remove all remaining silt fence in the perimeter of the N-1 and N-2 Basins as well as the Coconut Boulevard west boundary. A total of approximately 30,000 linear feet of silt fence will be removed. All fence material (cloth and stakes) will be removed, hauled off site, and disposed of properly.

These Task 1 services will be provided for a lump sum fee of \$30,270.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

FEES AND BILLING

We will invoice monthly for the services specified above on the basis of percentage complete for each task.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Ed Weinberg, President

Signed: _____

Title: _____

Date: _____



July 30, 2026

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

RE: Avenir Coconut Boulevard Extension; Conveyance Swale Littoral Planting

Dear Jason:

Pursuant to our existing contract with the Avenir CDD regarding the above referenced project, EW Consultants, Inc. is pleased to provide this scope and budget for continued professional environmental services.

PROJECT UNDERSTANDING

The Coconut Boulevard Extension project includes a swale for conveyance of water from the pump station to the C-18 Canal and for distribution of flows into the Conservation Area. The construction permit for Coconut Boulevard Extension includes a requirement for littoral planting of the conveyance swale within the Conservation Area. From our discussions, we understand that you would like us to provide for purchase, installation, and management of the required littoral planting.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 – Littoral Planting Conveyance Swale (12,000 +/- L.F.) 8.1 +/- Acres -

Under this Task, we will purchase and install the required littoral planting materials in accordance with the specifications and quantities below. These plant types, specifications, and quantities are as specified in the SFWMD Coconut Boulevard Extension construction permit.

Plant Species	Spacing	Size	Quantity
Cordgrass (<i>Spartina bakeri</i>)	3' OC	1 Gallon	3,950
Gama grass (<i>Tripsacum floridana</i>)	3' OC	1 Gallon	2,000
Cocoplum (<i>Chrysobalanus icaco</i>)	10' OC	3 Gallon	150
Button bush (<i>Cephalanthus occidentalis</i>)	20' OC	3 Gallon	50
Arrowhead (<i>Sagittaria lancifolia</i>)	3' OC	Bare Root	3,950
Pickerel weed (<i>Pontederia cordata</i>)	3' OC	Bare Root	3,950
Golden canna (<i>Canna flaccida</i>)	3' OC	Bare Root	3,950
Beak rush (<i>Rhynchospora</i> spp.)	2' OC	Bare Root	8,850
Sawgrass (<i>Cladium jamaicense</i>)	4' OC	1 Gallon	2,650
Spikerush (<i>Eleocharis cellulosa</i>)	3' OC	Bare Root	3,950
Giant bulrush (<i>Scirpus californicus</i>)	4' OC	Bare Root	1,100
Fire flag (<i>Thalia geniculata</i>)	5' OC	1 Gallon	725
White water lily (<i>Nymphaea odorata</i>)	10' OC	1 Gallon	200
TOTAL			35,475

These Task 1 services will be provided for a lump sum fee of \$82,500.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

FEES AND BILLING

We will provide the services described in Task 1 above on the basis of percentage complete during over the course of the planting project.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Signed: _____

Title: _____

Date: _____

Ed Weinberg, President



July 30, 2026 Revised September 2, 2026

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

RE: Avenir Coconut Boulevard Extension; Conveyance Swale Compliance Monitoring

Dear Jason:

Pursuant to our existing contract with the Avenir CDD regarding the above referenced project, EW Consultants, Inc. is pleased to provide this scope and budget for continued professional environmental services.

PROJECT UNDERSTANDING

The Coconut Boulevard Extension project includes a swale for conveyance of water from the pump station to the C-18 Canal and for distribution of flows into the Conservation Area. The construction permit for Coconut Boulevard Extension includes a requirement for littoral planting of the conveyance swale within the Conservation Area. From our discussions, we understand that you would like us to provide compliance monitoring and documentation of the required littoral planting.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 – Compliance Monitoring -

In accordance with the permit requirements, we will prepare two separate monitoring reports in relation to the littoral planting project. A Baseline Monitoring Report will be prepared upon completion of final grading of the conveyance swale, prior to plant installation.

A Time Zero Monitoring report will be completed upon completion of the littoral planting installation.

These Task 1 services will be provided for a lump sum fee of \$11,500.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

FEES AND BILLING

We will provide the services described in Task 1 above on the basis of percentage complete during over the course of the monitoring project.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Ed Weinberg, President

Signed: _____

Title: _____

Date: _____



March 11, 2025

Mr. Carlos Ballbe, P.E.
District Engineer
Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

RE: Avenir West Perimeter Berm; Native Grass Planting

Dear Carlos:

Pursuant to your request regarding the above referenced project, EW Consultants, Inc. is pleased to provide this proposed approach and agreement for continued professional environmental services.

PROJECT UNDERSTANDING

The western boundary of the Avenir project includes a perimeter berm section north of Avenir Drive that requires planting with native grasses. This berm is included within the Avenir Conservation Area. The approval for adjacent development to the east includes a requirement for planting of native grasses on the berm. From our discussions, we understand that you would like us to provide for purchase, installation, and management of the required native grass planting.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 – Native Grass Planting (2,300 +/- L.F.) 1.3 +/- Acres -

Under this Task, we will purchase and install the required native grass planting materials in accordance with the specifications and quantities below. These plant types, specifications, and quantities are consistent with the approved plant palette for the berm.

Plant Species	Spacing	Size	Quantity
Cordgrass (<i>Spartina bakeri</i>)	3' OC	1 Gallon	2,000
Gama grass (<i>Tripsacum floridana</i>)	3' OC	1 Gallon	2,000
Muhly Grass (<i>Muhlenbergia capillaris</i>)	3' OC	1 Gallon	2,000
Maidencane (<i>Panicum hemitomon</i>)	3' OC	Bare Root	2,000
Sawgrass (<i>Cladium jamaicense</i>)	4' OC	1 Gallon	1,000
TOTAL			9,000

These Task 1 services will be provided for a lump sum fee of \$34,500.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

FEES AND BILLING

We will provide the services described above on the basis of percentage complete during each month work is performed. All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Ed Weinberg, President

Authorization:

Signed: _____

Title: _____

Date: _____



September 21, 2026

Carlos Balbe, P.E.
District Engineer
Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Rd
Palm Beach Gardens, FL 33410

RE: Avenir N-2 Basin Outfall Structure; Construction Management Assistance

Dear Carlos:

Pursuant to your request regarding the above referenced project, EW Consultants, Inc. is pleased to provide this agreement for continued professional environmental services.

PROJECT UNDERSTANDING

The N-2 Basin Outfall Structure installation project includes a variety of activities that require close coordination and management in relation to the Conservation Area (Phase 1). Coordination and management of earthwork, equipment operations, and habitat protection are essential to achieving the proper protection of the Conservation Area while facilitating the structure installation. After completion, native vegetation re-planting will likely be needed as well.

Based on this project understanding, we are providing the following proposed scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 – Construction and Earthwork Coordination -

Under this Task, we will provide coordination and as necessary direction with regard to earthwork and other activities to be conducted in and adjacent to the Conservation Area. We will conduct regular site reviews and evaluation to confirm and as necessary recommend revisions to necessary erosion control and habitat protection in the Conservation Area.

As necessary, we will provide documentation and agency coordination to assist in maintaining compliance with permit requirements for the structure installation as well as the Conservation Area and associated restoration.

Upon completion of the structure installation and demobilization by the contractor, we will provide native vegetation restoration covering up to 10,000 square feet in areas disturbed by construction activities.

These Task 1 services will be provided for a lump sum fee of \$12,000.00.

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

FEES AND BILLING

We will invoice monthly for the services specified above on the basis of percentage complete.

All invoices are due and payable within 30 days of receipt by the Client.

We look forward to the opportunity to continue to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Ed Weinberg, President

Authorization:

Signed: _____

Title: _____

Date: _____

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/10/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 185 - Palm Trimming
behind Coral Isles Fence (East
Break)****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Trim all palms behind fence at Coral Isles--East Break	Haul Away Debris	1.00	\$17,300.00	\$17,300.00
			Grand Total	\$17,300.00

FOUNTAIN MAINTENANCE AGREEMENT

This agreement, dated October 1, 2026 is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Avenir Community Development District
5550 Biltmore Way Suite 1110
Coral Gables, FL. 33134

Quoted by: Doug Matthews

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide fountain maintenance services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

28 floating fountain displays located at APEX in Palm Beach Gardens, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific fountain maintenance services:

Fountain Maintenance (see addendum)	\$2,800.00 / quarterly
Management Reporting	Included

4 visits per year.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable as indicated on invoicing.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife.



FOUNTAIN MAINTENANCE AGREEMENT

Page 2

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Road, Suite 1, Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. Addendums:
 - A. Your fountain maintenance program includes the cleaning of the fountain float, pump screens, lights and display heads. Electrical components are inspected for proper working order. No parts or special repairs are included in our service. Upon the customer's request, extra services will be performed and invoiced separately on a time and materials basis.
9. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE



September 23, 2026

ADDENDUM

TO: Avenir CDD
Attn: Megan Bowden
District Manager

561-596-4316
mbowden@sdsinc.org

RE: Addendum to Current Quarterly Fountain and Light Maintenance in Apex Avenir

Description

Price

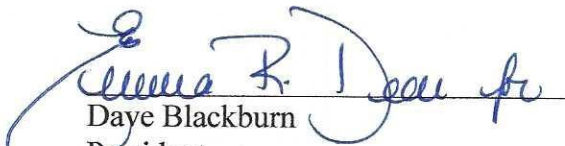
Future Horizons will add twenty—eight (28) fountains and
light sets in Apex at Avenir, per attached map

\$ 2,800.00/quarterly
\$11,200.00/yearly

*This quarterly price is *in addition to* the pricing already provided for Avenir. All other terms and conditions remain the same.

*Credit card transactions over \$1,000.00 will incur a 5% Processing Fee. Quote is only good for thirty (30) days from date.

FUTURE HORIZONS, INC.


Daye Blackburn
President

X _____

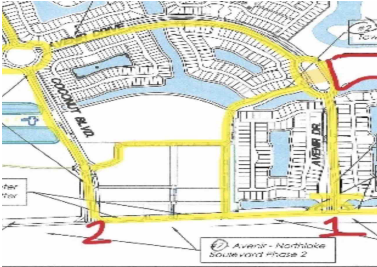
*Should legal services become necessary in collection of the outstanding debt of this contract,
it would become the financial obligation of the proposed client.*

ESTIMATE

Florida Coast Power Washing LLC
5359 NW Wisk Fern Circle Port St. Lucie, FL 34986
Eric@FCpowerwash.com
5616767526



Bill To	Estimate details
Avenir CDD	Estimate no.: 2311
12255 Avenir Dr	Estimate date: 08/19/2026
Palm Beach Gardens, Florida 33412, United States	Status: Pending
mbowden@sdsinc.org	
+1 (561) 596-4316	

PRODUCT OR SERVICE	AMOUNT
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Avenir Dr. Sidewalks/all benches - Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned- 227462 sq ft × \$0.10/sq ft	\$22,746.20
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Coconut BLVD. Sidewalks/all benches - Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned 92294 sq ft × \$0.10/sq ft	\$9,229.40
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Panther National Blvd. Sidewalks/all benches - Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned 110668 sq ft × \$0.10/sq ft	\$11,066.80
Annual cleaning - Sidewalks/Curbs/Gutters/Medians Sidewalks/all benches in between Coconut Blvd and Avenir- Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned 76876 sq ft × \$0.10/sq ft	\$7,687.60
	

Subtotal	\$50,730.00
Estimate Total	\$50,730.00

Pending Approval

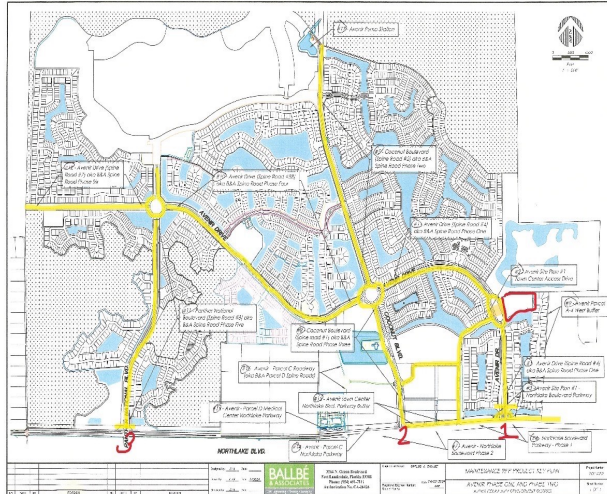
View Online

Access your estimate anytime online

[Click Here to View Estimate Online](#)

Estimate viewed on Sep 21, 2026, 5:49 PM UTC

Project Photos



MARTIN & SONS

RESIDENTIAL SERVICES, INC.

4581 Weston Road, Suite # 154, Weston, FL 33331 // Tel. 954-389-0220

Email: martin@martinandsons-usa.com // franco@martinandsons-usa.com

PRESSURE CLEANING // PAVER SEALING – SOUTH FLORIDA SPECIALIST SINCE 1992

September 15, 2026

Avenir Community Development District

Palm Beach Gardens, FL

ATTN: Megan

We respectfully submit our quote for the described scope of work:

Pre-spray and Chemical Scrub Pressure Clean:

Avenir Drive from North Lake to Panther National Blvd

Approximately 240,462 @ \$0.09 = \$21,641.58

Avenir Drive from Panther National Blvd to end of west cul-de-sac

Approximately 48,217 @ \$0.09 = \$4,339.53

Coconut Blvd from North Lake to end of north cul-de-sac

Approximately 164,430 @ \$0.09 = \$14,798.70

Panther National Blvd from North Lake to Panther National entrance

Approximately 116,910 @ \$0.09 = \$10,521.90

Avenir Drive center median pavilion area directly across from clubhouse

Approximately 10,701 SF @ \$0.09 = \$963.09

Roadway that runs behind Publix from Avenir Drive to Coconut Blvd

Approximately 62,868 SF @ \$0.09 = \$5,658.12

Grand Total for all services – \$57,922.92

Scope of work does not include entrances monument structures and walkways done on the week of 9/14/26.

See Map below for visual representation of all areas quoted.

NEW CUSTOMER DISCOUNT – 20% = \$(11,584.58)

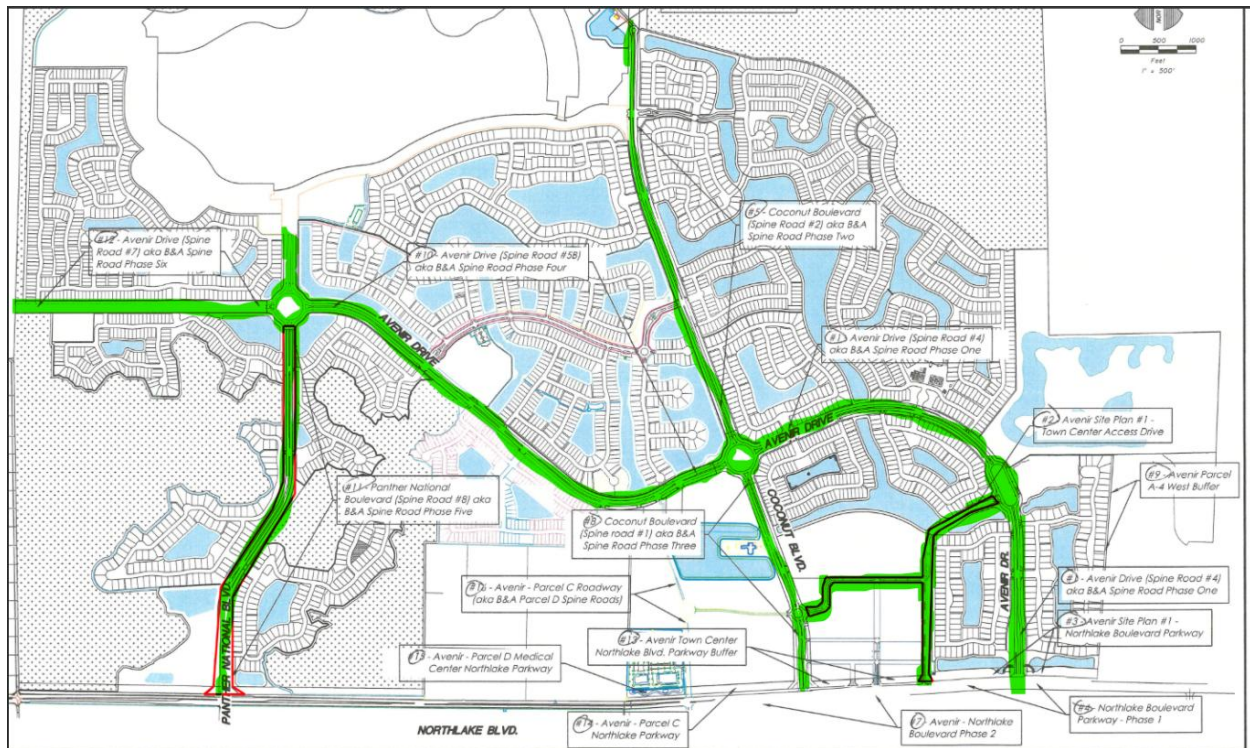
Discounted Grand Total - \$46,338.34

Includes algaecide pre-spray application to remove and treat mildew and algae; and to ensure cleaner, brighter, and longer lasting results.

Minimum of ½ on Acceptance: \$23,169.17

Balance on Completion: \$23,169.17

TOTAL: \$46,338.34



CHANGE ORDER NO. 4

Date of Issuance:	September 2, 2026	Effective Date:	September 2, 2026
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	220595
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202119
Project:	AVENIR SPINE ROAD PHASE 5	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:

Lift Station #13 Pump Upgrade	\$86,166.98
Lift Station #14 Pump Upgrade	\$76,395.40 \$79,395.40
Water service for entry features	\$19,659.14
Water meter for water main interconnect with PBCWUD	\$27,761.05
Total Change Order =	\$209,982.57 \$212,982.57

▪ Attachments:

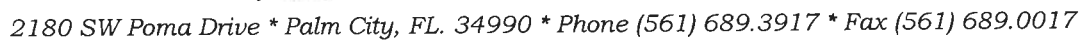
Exhibit "A" – Change Orders by Centerline Inc

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

[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>3</u> : \$5,671,597.50	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$11,031,835.42	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$209,982.57 \$212,982.57	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$11,241,817.99 \$11,244,817.99	Contract Times with all the approved Change Orders: None	
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>9/02/2026</u> 9/21/2026	ACCEPTED: By: _____ Avenir Community Development District Virginia Cepero Chairperson Date: _____	ACCEPTED: By: _____ Centerline, Inc. Randy Stringer Vice President Date: _____

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

EXHIBIT "A"





**Xylem Water Solutions USA Inc. /
Flygt Products**
15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478
Phone: 561-848-1200 • Fax: 561-848-1299

To: Centerline Utilities
Subject: Seacoast – Avenir Lift Station 13 Pump Change
Quote Number: 2024-WEP-0638

Date: August 19, 2024

We are pleased to offer the following equipment:

3 EA 4"NP3153/465 12HP 460V 3PH Flygt Pump, FLS, 50' of Motor Cable (includes spare pump)
6 EA Heaters - SQD B28
4 HR Labor to replace pumps
Startup service

Total Price: \$68,205.82

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.



**Xylem Water Solutions USA Inc. /
Flygt Products**

15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478
Phone: 561-848-1200 • Fax: 561-848-1299

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made part of the agreement between the parties.*

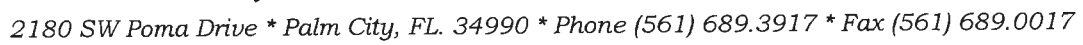
We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Eric Johnson
Sales Representative
(561) 515-8710
eric.johnson@xyleminc.com

Company Name: Centerline, Inc
Address: 2180 SW Poma Drive
Palm City, FL 34990
Accepted By: [Signature]
Print Name: Todd Hamilton, PM
Date: 8/26/24



162



**Xylem Water Solutions USA Inc. /
Flygt Products**
15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478
Phone: 561-848-1200 • Fax: 561-848-1299

To: Centerline, Inc.
Subject: Seacoast – Avenir Lift Station 14
Quote Number: Pump Change 2025-WEP-0435

Date: June 10, 2025

We are pleased to offer the following equipment:

3 EA 3"NP3127/249 11HP 460V 3PH Flygt Pump, FLS, 50' of Motor Cable (Includes spare pump)
2 EA Spacer Bock for 4" discharge
5 HR Labor to replace pumps
Startup service

Total Price: \$57,707.24

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.



**Xylem Water Solutions USA Inc. /
Flygt Products**

15132 Park of Commerce Blvd. Suite 102
Jupiter, Florida 33478

Phone: 561-848-1200 • Fax: 561-848-1299

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx> and incorporated herein by reference and made part of the agreement between the parties.

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Giacomino Spera
Sales Representative
(786)-810-9798

giacomino.spera@xylem.com

Company Name: Centerline, Inc.
Address: 2180 SW Poma Drive
Palm City, FL 34990
Accepted By: [Signature]
Print Name: Todd Hamilton
Date: 6/12/25

**Centerline, Inc.**

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

Date: 10/15/2025

To: Balle' & Associates

Attn: Carlos Ballbe'

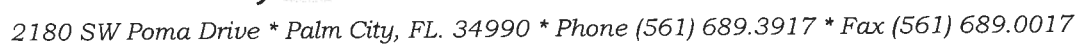
From: Centerline, Inc.

Project: Avenir - Panther National Water Service (Spine Rd 5 Entry Fountains)
{Based on plans by Ballbe' & Associates, Inc. - Dated 08/20/2025 (with no revisions)}.**Proposal - Water Service to Water Features**

- * Water service will be installed to point of water features, plugged, marked & staked, underground. Water features and connections by others.
- * Excludes clearing, grubbing, tree relocation, earthwork, roadways, concrete, landscape &/or other restoration (other than flag of S/W).
- * Excludes any tree relocation, tree trimming, landscaping, grassing, sodding &/or tree protection.
- * Excludes 3" bore under Panther Nat'l Blvd & S/W's (removed per C.B.). Excludes S/W repair (except the one location identified by item), excludes density testing, sample points, bond & permits.
- * Excludes bollards.
- * Excludes responsibility for existing utilities that are not properly marked in the field &/or on the plans.

NOTE: The following proposal is subject to all included (above) notes / qualifications & individual item notes

Item No.		Description	Qty	U/M	Unit Cost	Extension
General Conditions						
1		MOBILIZATION	1	LS	\$2,015.23	\$ 2,015.23
2		CONSTRUCTION SURVEY (LAYOUT & ASBUILTS)	1	LS	\$3,412.50	\$ 3,412.50
N/A		DENSITY TESTING	1	LS	BY	OTHERS
3		REPAIR CONCRETE SIDEWALK WEST OF (NORTH) CONNECTION POINT	1	LS	\$2,426.40	\$ 2,426.40
		Total, General Conditions				\$ 7,854.13
Water Service						
4	1"	WATER SERVICE WITH FITTINGS (BACK SIDE OF EXISTING S/W'S TO FOUNTAINS)	460	LF	\$12.88	\$5,924.80
N/A	3"	BORE UNDER PANTHER NATIONAL BLVD AND UNDER SIDEWALKS ON EACH SIDE OF P.N. BLVD	165	LF	BY	OTHERS
N/A		SAMPLE POINTS, IF REQUIRED			N/A	N/A
5	1"	RPZ ASSEMBLY	1	EA	\$3,672.21	\$3,672.21
6		TEST / FINALIZE WATER SERVICE	460	LF	\$4.80	\$2,208.00
		Total, Water Service				\$11,805.01
		Total Cost				\$ 19,659.14



Attn: Carlos Ballbe

Project: Avenir Spine Road Phase 5
Furnish 8" Omni F2 Meter & Strainer

NOTE: The following proposal covers the cost of furnishing an 8" Omni F2 meter & strainer to be installed withing the Master Metering Assembly. Originally, Palm Beach County Water Utilities was to furnish this meter, for installation by Centerline. The installation labor is already covered in Change Order No. 2.

Item No.	Description	Qty	U/M	Unit Cost	Extension
1	Furnish 8" Omni F2 Meter & Strainer w/ Flange Bolt & Gasket Kits	1	LS	\$ 23,134.21	\$ 23,134.21
2	Contractors Fee	1	LS	\$ 4,626.84	\$ 4,626.84
					\$ 27,761.05



1950 NW 18TH STREET
POMPAÑO BEACH, FL 33069-1394

Please contact with Questions: 954-973-8100

CENTERLINE UTILITIES INC
2180 SW POMA DRIVE
PALM CITY, FL 34990

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1402813	\$23,134.21	17278	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-POMPAÑO BEACH, FL WW #125
PO BOX 541079
ATLANTA, GA 30353-4079

MASTER ACCOUNT NUMBER: 104847

SHIP TO:

CENTERLINE UTILITIES INC
NORTHLAKE BLVD AND AVENIR DR
PALM BEACH GARDENS, FL 33412

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1208	1208	FL2PAB	METER	099	AVENIR SPINE RD 5	03/25/26	IO 134283
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	SF8CXXXXF1GAX	CUSRT 561-352-7644	21542.540	EA	21542.54	
2	2	FNWNBGS61NEF8X	*0923 LF 8 OMNI F2 CFT COMP MTR 8 316 SS 150# NEOP FF 1/8 FLG PKG	129.300	EA	258.60	
			INVOICE SUB-TOTAL			21801.14	
			TAX	Palm Beach		1333.07	
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. If paid on or before 04/10/26 you may deduct 436.02							
Remit to Change: Please make note of the updated remit to address above Instead of paying by check, consider going to Ferguson.com/billpay to learn about our free, secure, and convenient online payment platform. Here you can find copies of invoices, pay online, and enroll in our new auto-pay solution!							
TERMS: 2% 10TH NET 30TH						ORIGINAL INVOICE	TOTAL DUE
							\$23,134.21

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/22/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 192 - Palm Trimming
for Holiday Lights at Clubhouse
and all Entrnances****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Trim Medjools at Avenir and Panther Entrance, At Clubhouse and Across from Clubhouse in large island	Lump Sum	1.00	\$4,300.00	\$4,300.00
Trim Royal Palms at Coconut Entrance, Clubhouse, and in large Island across from Clubhouse	Only Strap the Royals at the Clubhouse	1.00	\$5,900.00	\$5,900.00
			Grand Total	\$10,200.00



Arazoza Bros., Corp.

M a i n t e n a n c e

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

Proposal**W.O. Date:** 09/02/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.W/O # 181 - Replace 2 inch
valve on Avenir Dr.**Billing Address:**

Product Description		Size	QTY	Unit Cost	Total
Replace 2" Valve and all Corresponding Fittings	Avenir Dr. East Side of Road before Coral Isles		1.00	\$680.00	\$680.00
				Grand Total	\$680.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/02/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 183 - Replace Blue
Agave in large island across
from East Clubhouse****Billing Address:**

Product Description		Size	QTY	Unit Cost	Total
Remove dead and replace with 4' x 4' Blue Agave	Includes irrigation check		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:** 09/02/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.W/O # 180 - Bush Hog all
locations for CDD--September
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
Bush Hog East side of Panther National up to New Community	Lump Sum	1.00	\$925.00	\$925.00
Bush Hog Swale that Runs Parallel to Publix Access Road	Lump Sum	1.00	\$975.00	\$975.00
Weedeat the Length of East Berm Aluminum Fence	Lump Sum	1.00	\$650.00	\$650.00
			Grand Total	\$3,825.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/13/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 186 - Cap Irrigation
heads in preparation for new
Synthetic turf at Clubhouse
Pool****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Cap Heads in turf and add emitters for all plant and palm beds in preparation of new synthetic grass installtion	Lump Sum	1.00	\$925.00	\$925.00
Grand Total				\$925.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 08/28/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 178 - Replace plants
and palms caused by vehicle
damage in Coconut Median****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Multitrunk Fishtail Palm 12 foot overall		1.00	\$2,600.00	\$2,600.00
Triple Adonidia Palm 14 foot overall	Field Grown	2.00	\$2,200.00	\$4,400.00
Fill in Agapnathus	3 gallon material	31.00	\$21.00	\$651.00
Fill in Ixora Nora Grant	3 gallon material	45.00	\$18.00	\$810.00
Fill in Wax Jasmine	3 gallon material	40.00	\$18.00	\$720.00
Prep area and check irrigation for proper coverage		1.00	\$650.00	\$650.00
			Grand Total	\$9,831.00

**Arazoza Bros., Corp.****Maintenance****1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 08/16/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 176 - Plant
Replacement for Vehicle
Accidents--3 Locations****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
1st Location	Green Buttonwood 3 gallon material	9.00	\$18.00	\$162.00
1st Location--Center median across from Regency	Green Isle Ficus 3 gallon material	80.00	\$18.00	\$1,440.00
2nd Location--Center Median just before East Clubhouse on Avenir	Green Isle Ficus 3 gallon material	40.00	\$18.00	\$720.00
3rd Location--East Clubhouse large island across from main entrance West side of island	Magnifica Crotons 3 gallon material	7.00	\$19.00	\$133.00
Prep all areas and adjust irrigation		1.00	\$425.00	\$425.00
			Grand Total	\$2,880.00



Arazoza Bros., Corp.

Maintenance

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

Proposal**W.O. Date:** 09/02/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 182 - Replace Lake
trees at Regency--Behind
10120 and 10124 Riverston
Way****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
All Prices includes Terrasorb a product to help keep water around the Rootballs	WE ARE NOT ABLE TO WARRANTY TREES SINCE WE DO NOT CONTROL THE IRRIGATION	1.00	\$0.00	\$0.00
Replace Red Maples behind 10120 amd 10124 Riverstone Way	7-10 foot planted--DOES NOT INCLUDE IRRIGATION	4.00	\$500.00	\$2,000.00
			Grand Total	\$2,000.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/06/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 184 - Replace
Damaged Irrigation Clock at
Avenir and Panther
National--SW Corner****Billing Address:**

Product Description		Size	QTY	Unit Cost	Total
Replace	large Station Irrigation Clock	Price includes New Clock, extra module needed and Installation	1.00	\$3,500.00	\$3,500.00
				Grand Total	\$3,500.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/22/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.

W/O # 191 - Quarterly Pump Station Maint throughout Avenir
Billing Address:

Product Description		Size	QTY	Unit Cost	Total
Irrigation pump station Maint Property wide	Excluding Clubhouse		1.00	\$4,300.00	\$4,300.00
				Grand Total	\$4,300.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/22/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.

W/O # 190 - Clubhouse quarterly Pump Station Maint
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Clubhouse Pump Station Maint	Quarterly	1.00	\$850.00	\$850.00
			Grand Total	\$850.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/20/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 187 - September
2026 Flowers for
Panther/Avenir Rounabout****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Prep and Install Rose Glow and Purple Sunpatiens at 4 beds--Panther and Avenir Roundabout--Quantity increased due to ornamental Grasses removed previously in the year	Price includes--4.5 inch flowers, soil, fungicide, slow release fertilizer	2,000.00	\$5.50	\$11,000.00
			Grand Total	\$11,000.00

**Arazoza Bros., Corp.****M a i n t e n a n c e****1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 09/21/2026**Attn:****Company:** Avenir CDD**Project:** 00194 M Avenir CDD**Address:** 12255 Avenir Dr.**W/O # 188 - September
2026 Flowers for East
Clubhouse****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
Prep and Install Classic White and Purple Sunpatiens at 3 beds at front entrance of clubhouse	Price includes--4.5 inch flowers, soil, fungicide, slow release fertilizer	750.00	\$5.50	\$4,125.00
			Grand Total	\$4,125.00

Prepared by and return to:

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

EASEMENT DEED

THIS EASEMENT DEED made and entered into this 20th day of March, 2025 between AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Grantor") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and SEACOAST UTILITY AUTHORITY (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

WITNESSETH:

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

GRANTOR:

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

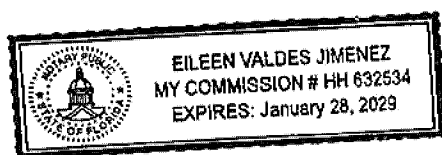
By: Virginia Cepero
Virginia Cepero, Chairperson
Board of Supervisors

Eileen Valdes Jimenez
Witness #1 Signature
Eileen Valdes Jimenez
Witness #1 Printed Name
550 Biltmore Way #1110
Coral Gables, FL 33134
Witness #1 Address

Michele Ray
Witness #2 Signature
Michele Ray
Witness #2 Printed Name
550 Biltmore Way #1110
Coral Gables, FL 33134
Witness #2 Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of March, 2025, by Virginia Cepero, as Chairperson of the Board of Supervisors of the AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, ☒ who is personally known to me or ☐ who has produced _____ as identification.



Eileen Valdes Jimenez
Notary Signature
Eileen Valdes Jimenez
Print Name
Notary Public - State of Florida
Commission No:
My Commission Expires:

MORTGAGEE JOINDER AND CONSENT

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

IN WITNESS WHEREOF, AVENIR HOLDINGS, LLC, a Florida limited liability company, has caused these presents to be executed in its name this 20th day of March, 2025.

Signed, sealed and delivered in the presence of:

AVENIR HOLDINGS, LLC, a Florida limited liability company

Witness #1 Signature

Eileen Valdes Jimenez

Witness #1 Printed Name

550 Biltmore Way, #1110

Coral Gables, FL 33134

Witness #1 Address

Michele Ray

Witness #2 Signature

Michele Ray

Witness #2 Printed Name

550 Biltmore Way #1110

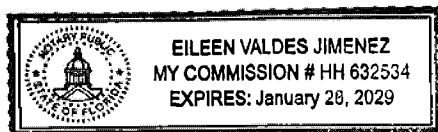
Coral Gables, FL 33134

Witness #2 Address

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of March, 2025, by Virginia Cepero, Vice President of AVENIR HOLDINGS, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.



Notary Signature

Eileen Valdes Jimenez

Print Name

Notary Public - State of Florida

Commission No:

My Commission Expires:

JOINDER AND CONSENT

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

IN WITNESS WHEREOF, AV BROADBAND, LLC, a Florida limited liability company has caused these presents to be executed in its name this 20 day of March, 2025.

Signed, Sealed and delivered in the presence of:

AV BROADBAND, LLC, a Florida limited liability company

Witness #1 Signature

Eileen Valdes Jimenez

Witness #1 Printed Name

550 Biltmore Way #1110

Coral Gables, FL 33134

Witness #1 Address

U Micheli Ray

Witness #2 Signature

Michele Ray

Witness #2 Printed Name

550 Biltmore Way #1110

Coral Gables, FL 33134

Witness #2 Address

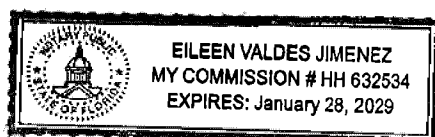
By:

Rosa Eckstein Schechter, Vice President

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March, 2025, by Rosa Eckstein Schechter, Vice President of AV BROADBAND, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.



Notary Signature

Eileen Valdes Jimenez

Print Name

Notary Public - State of Florida

Commission No:

My Commission Expires:

EXHIBIT "A"

Easement Area

[See attached]

DESCRIPTION:

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

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

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

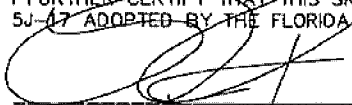
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

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

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 11, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-47 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



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

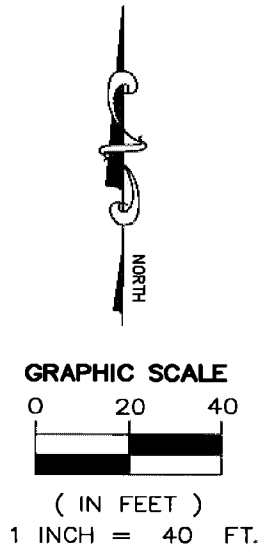
SHEET 1 OF 2



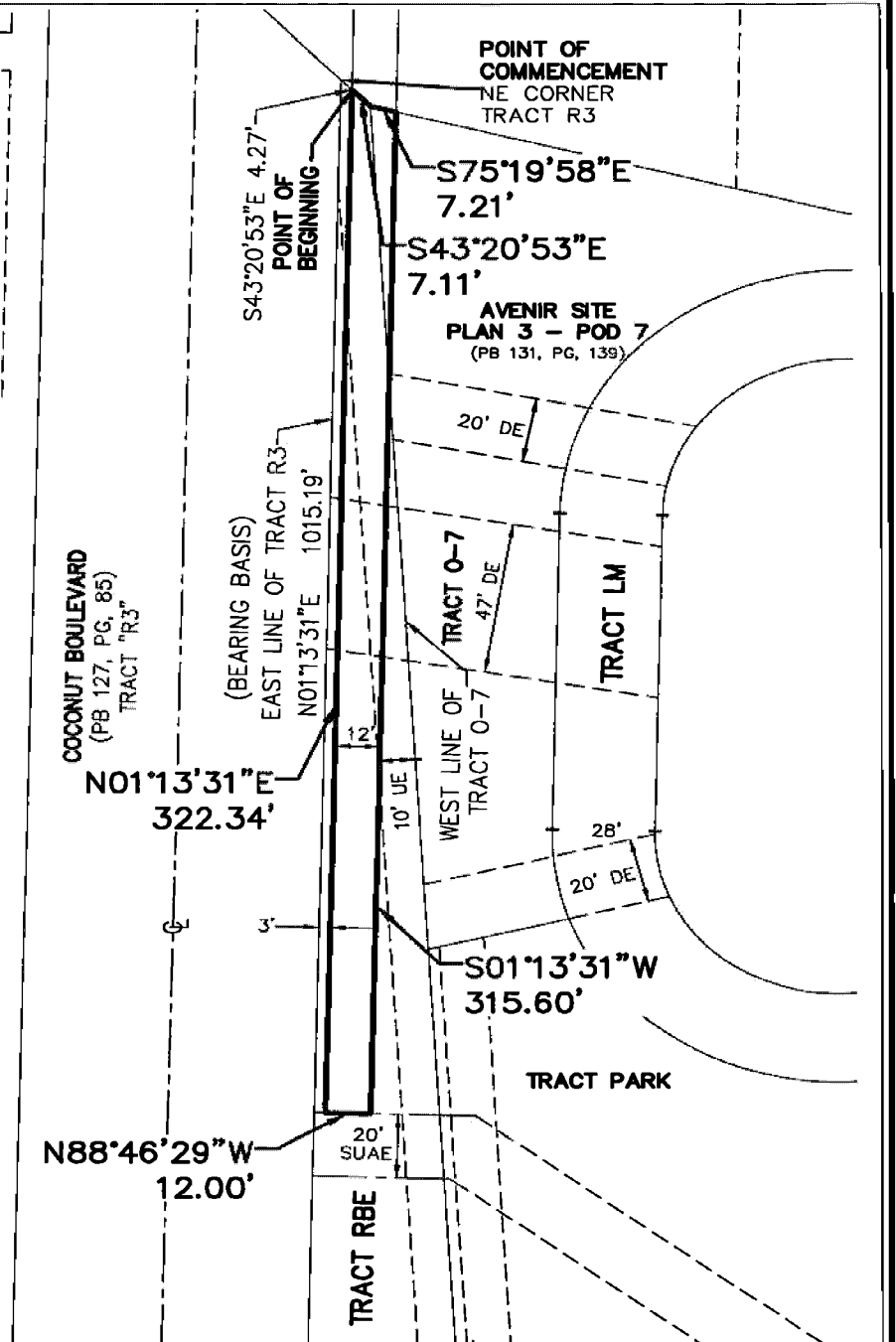
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

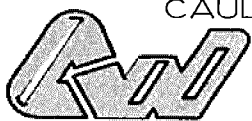
DATE	10/11/2024
DRAWN BY	RLF
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	7955



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



SHEET 2 OF 2



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

COCONUT BOULEVARD
SEACOAST UTILITY AUTHORITY EASEMENT
SKETCH OF DESCRIPTION

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

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statue (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Seacoast Utility Authority, (hereinafter referred to as Authority), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Authority, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR – SPINE ROAD 6 - AS RECORDED IN PLAT BOOK 135, PAGES 189-191, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

TO HAVE AND TO HOLD the same unto Authority, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Authority, its successors, and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that is has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Authority in full for reasonable and necessary repairs (as determined by Authority), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

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

By: _____

Print Name: Virginia Cepero
Title: Chairperson

STATE OF FLORIDA :
 : ss:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Virginia Cepero, as Chairman of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is ☐ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the _____ day of _____, 20____.

(Notary Seal)

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

Project Name: Avenir Spine Road Phase Six

Exhibit "1 A"

Water System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Unit Price (2)	Extended Price
90	DIP CL350	16"	LF	\$208.00	\$18,720.00
76	DIP CL350	8"	LF	\$162.68	\$12,363.68
291	DIP CL350	6"	LF	\$116.50	\$33,901.50
Fire Hydrant Assembly (3)					
Quantity (1)	Make		Unit Price (2)		Extended Price
Back Flow Devices					
Make					
Size					
Model					
Serial					
Price (2)					
Bldg Served					

(1) To include all main materials, valves, fittings, air release valve and manhole etc. up to either the corp stop/ meter (for domestic/ irrigation service or backflow device (fireline).

(2) Unit prices shall include all material and labor as installed

(3) Fire Hydrant assemblies shall include tee, valves, pipe and hydrant

Project Name: Avenir Spine Road Phase Six

Exhibit "1 B"

Sanitary Sewer System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Price	Unit Price (2)	Extended Price
Manholes						
Force Main						
Lift Station Complete						
Fiber Optic Conduit						
4,406	SDR 13.5 HDPE	2"	LF		\$10.25	\$45,161.50

(1) To include all valves, fittings and air release valves.

(2) Unit Prices shall include all material and labor as installed.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statue (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Seacoast Utility Authority, (hereinafter referred to as Authority), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Authority, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR – POD 11 - AS RECORDED IN PLAT BOOK 138, PAGES 99-106, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

TO HAVE AND TO HOLD the same unto Authority, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Authority, its successors, and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that is has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Authority in full for reasonable and necessary repairs (as determined by Authority), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

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

By: _____

Print Name: Virginia Cepero
Title: Chairperson

STATE OF FLORIDA :
 : ss:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Virginia Cepero, as Chairman of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is ☐ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of _____, 20__.

(Notary Seal)

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

Project Name: Avenir Pod 11 Phase 1

Exhibit "1 A"

Water System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Unit Price (2)	Extended Price
2,598	DIP CL350	8"	LF	\$95.00	\$246,810.00
70	DIP CL350	6"	LF	\$65.00	\$4,550.00
Fire Hydrant Assembly (3)					
Quantity (1)	Make	Unit Price (2)		Extended Price	
6	AMERICAN FLOW CONTROL	\$8,000.00		\$48,000.00	
Back Flow Devices					
	Reduce Pressure	Double Detector Check (Fireline)			
Make					
Size					
Model					
Serial					
Price (2)					
Bldg Served					

- (1) To include all main materials, valves, fittings, air release valve and manhole etc. up to either the corp stop/ meter (for domestic/ irrigation service or backflow device (fireline).
- (2) Unit prices shall include all material and labor as installed
- (3) Fire Hydrant assemblies shall include tee, valves, pipe and hydrant

Project Name: Avenir Pod 11 Phase 1

Exhibit "1 B"

Sanitary Sewer System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Price	Unit Price (2)	Extended Price
1148	C900 PVC	8"	LF		\$80.50	\$92,414.00
1238	SDR26 PVC	8"	LF		\$74.50	\$92,231.00
Manholes						
15	AGRU	4'	EA		\$11,465.00	\$171,975.00
Force Main						
Lift Station Complete						

(1) To include all valves, fittings and air release valves.

(2) Unit Prices shall include all material and labor as installed.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statue (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Seacoast Utility Authority, (hereinafter referred to as Authority), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Authority, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR – AS RECORDED IN PLAT BOOK 127, PAGES 85-109, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

TO HAVE AND TO HOLD the same unto Authority, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Authority, its successors, and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that is has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Authority in full for reasonable and necessary repairs (as determined by Authority), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

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

By: _____

Print Name: Virginia Cepero
Title: Chairperson

STATE OF FLORIDA :
 : ss:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Virginia Cepero, as Chairman of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is ☐ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of _____, 20__.

(Notary Seal)

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

Project Name: Avenir Pod 11 Offsite Improvements

Exhibit "1 A"

Water System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Unit Price (2)	Extended Price
136	DIP CL350	8"	LF	\$82.50	\$11,220.00
Fire Hydrant Assembly (3)					
Quantity (1)	Make		Unit Price (2)	Extended Price	
1	AMERICAN FLOW CONTROL		\$8,000.00	\$8,000.00	
Back Flow Devices					
	Reduce Pressure		Double Detector Check (Fireline)		
Make					
Size					
Model					
Serial					
Price (2)					
Bldg Served					

- (1) To include all main materials, valves, fittings, air release valve and manhole etc. up to either the corp stop/ meter (for domestic/ irrigation service or backflow device (fireline).
- (2) Unit prices shall include all material and labor as installed
- (3) Fire Hydrant assemblies shall include tee, valves, pipe and hydrant

Project Name: Avenir Pod 11 Offsite Improvements

Exhibit "1 B"

Sanitary Sewer System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Price	Unit Price (2)	Extended Price
Manholes						
Force Main						
Lift Station Complete						

(1) To include all valves, fittings and air release valves.

(2) Unit Prices shall include all material and labor as installed.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statute (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Seacoast Utility Authority, (hereinafter referred to as Authority), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Authority, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR – POD 21 - AS RECORDED IN PLAT BOOK 138, PAGES 68-75, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

TO HAVE AND TO HOLD the same unto Authority, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Authority, its successors, and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Authority in full for reasonable and necessary repairs (as determined by Authority), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

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

By: _____

Print Name: Virginia Cepero
Title: Chairperson

STATE OF FLORIDA :
 : ss:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Virginia Cepero, as Chairman of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is ☐ personally known to me or ☐ has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the ____ day of _____, 20__.

(Notary Seal)

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

Project Name: Avenir Pod 21 Phase 1

Exhibit "1 A"

Water System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Unit Price (2)	Extended Price
2,340	DIP CL350	8"	LF	\$127.51	\$298,373.40
Fire Hydrant Assembly (3)					
Quantity (1)	Make	Unit Price (2)		Extended Price	
6	AMERICAN FLOW CONTROL	\$8,422.00		\$50,532.00	
Back Flow Devices					
	Reduce Pressure	Double Detector Check (Fireline)			
Make					
Size					
Model					
Serial					
Price (2)					
Bldg Served					

(1) To include all main materials, valves, fittings, air release valve and manhole etc. up to either the corp stop/ meter (for domestic/ irrigation service or backflow device (fireline).

(2) Unit prices shall include all material and labor as installed

(3) Fire Hydrant assemblies shall include tee, valves, pipe and hydrant

Project Name: Avenir Pod 21 Phase 1

Exhibit "1 B"

Sanitary Sewer System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Price	Unit Price (2)	Extended Price
1551	C900 PVC	8"	LF		\$145.00	\$224,895.00
597	SDR26 PVC	8"	LF		\$54.40	\$32,476.80
Manholes						
12	AGRU	4'	EA		\$25,132.00	\$301,584.00
1	ARV	4'	EA		\$21,210.00	\$21,210.00
Force Main						
1479	C900 PVC	4"	LF		\$39.37	\$58,228.23
Lift Station Complete						
1	AGRU	8'	EA		\$470,917.00	\$470,917.00

(1) To include all valves, fittings and air release valves.

(2) Unit Prices shall include all material and labor as installed.

QUOTE

109008-02-02 • 07/24/2026



A PLAYCORE Company

Pod 11 Stone Gate Playground - Rev.1

Customer:

Avenir Community Development District
550 Biltmore Way Suite 1110
Coral Gables, FL 33134
United States

Ship to Zip: 33410

Prepared for:

Kimberly O'Brien
Phone: 561-702-0392
fsbuilders@myyahoo.com

Prepared by:

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

Quantity	Part #	Description	Unit Price	Amount

• Customer responsible for:				
• Providing access to site				
• Providing site plan				
• Providing and installing sidewalks/borders				
1	Utility	5-Star Plus - Utility Locate	\$1,400.00	\$1,400.00
3850	Digout	5-Star Plus - Digout/Sitework of area (per sq. ft.) Spoils to be left on site, unless noted below	\$1.90	\$7,315.00
3850	Spoils	5-Star Plus - Removal/Disposal from Site the Spoils from Digout	\$1.75	\$6,737.50
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	RDU	GameTime - 5-12 PowerScape System	\$83,571.00	\$83,571.00
1	RDU	GameTime - Single-Bay ADA PrimeTime Swing Set - Belt Seats	\$2,644.00	\$2,644.00
1	RDU	GameTime - Single-Bay ADA PrimeTime Swing Set - Tot Seats	\$2,920.00	\$2,920.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!	\$29,920.00	\$29,920.00
1	QRI030	GT-Shade - GTSD303012IG 30X30X12 SQ HIP W/GLD IG	\$13,923.00	\$13,923.00
4	SF3	5-Star Plus - Shade Footer Size 3 (each) - Large	\$495.00	\$1,980.00
1	Crane	5-Star Plus - Lull Forklift (Crane) - For Shade Installation Per Day Rental - Owner to provide access to site for lull, installer not responsible for damage to grass, sod, sidewalk or anything on accessible route to site.	\$1,500.00	\$1,500.00
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.	\$10,030.00	\$10,030.00
3850	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.) Installed per specification of Unitary Surfacing requirements.	\$6.16	\$23,716.00

QUOTE

109008-02-02 • 07/24/2026



A PLAYCORE Company

3850	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height Scope 3850 SF 3.75" Thick System for 8' CFH Includes 50/50 Standard Color EPDM & Black - Wave Graphic Aromatic Binder Will Amber Flush Edge Regular Wages Based on Easy Access to Jobsite Includes Dumpster & Forklift	\$29.33	\$112,920.50
1	Permits	5-Star Plus - Building Permits <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,500.00	\$1,500.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,350.00	\$1,350.00
			Sub Total	\$301,525.07
			Discount	(\$42,886.47)
			Freight	\$7,608.43
			Grand Total	\$266,247.03

Prepared by: **Veronica Salles | Project Manager**
☎ 800-432-0162 ext. 100 ✉ veronica.salles@gametime.com

Signed/Sealed Drawings may be included when expressly stated on proposal.
Permits and permitting services may be included when expressly stated on the proposal. Unless specifically noted, permit fees, third-party reviews, inspections, bonds, and jurisdictional requirements are not included. The owner is responsible for providing **current and accurate site plans, surveys, and required property information** as needed by the permitting authority. **The permit process cannot begin until all required information is received from the owner.** Permitting timelines vary by jurisdiction and are **outside of our control**. Delays related to permitting, reviews, or approvals are not considered manufacturing or installation delays. Additional requirements arising during the permitting process, including but not limited to engineering revisions, soil testing, or jurisdictional comments, shall be treated as a **change in scope**.

Orders from **governmental agencies, school districts, municipalities, and other public entities** may be accepted with a purchase order, signed quotation, or written authorization. Payment terms are Net 30 unless otherwise stated. Deposit requirements may apply for **custom or made-to-order products**, including Landmark Designs items. When installation is included as a **turn-key project**, payment for installation-related work is due **upon completion and acceptance of the work**, unless otherwise stated. For larger or extended projects, **progress invoices may be issued** based on work completed or materials delivered to the site. GameTime reserves the right to invoice for **materials manufactured, shipped, or received on site**.

QUOTE

109008-02-02 • 07/24/2026



A PLAYCORE Company

Installation Terms: Installation, when included, is performed by an **independent, certified installer** and is based on **standard installation conditions**. Installation assumes suitable soil, normal excavation conditions, proper sub-base, and unrestricted site access. The following are **excluded unless expressly stated**: drainage design or correction; soil remediation or import/export; rock, roots, debris, or concealed conditions; dewatering; erosion control; sod replacement; landscaping; irrigation repair; and site restoration. If unsuitable soil, drainage issues, high water table, or concealed conditions are encountered, **additional costs may apply**. The owner is responsible for site readiness, utility marking, site access, and protection of the work area before, during, and after installation.

Unitary Surfacing : Unitary surfacing (poured-in-place rubber, synthetic turf, or tiles) is installed by a **specialty surfacing contractor**. When included with playground installation, the playground installer will **coordinate scheduling** with the surfacing installer and will usually prepare the sub-base as part of the standard scope (quote will be noted if sub-base by others). The following are **excluded unless expressly stated**: drainage design or correction; base remediation due to unsuitable soils; security, fencing, or barricades; and protection of surfacing after installation. The owner is responsible for **site access and protection of the surfacing before, during, and after installation**, including preventing traffic, vandalism, or damage while materials cure. Repairs required due to damage, weather, or vandalism conditions are not included.

Shade Terms : Shade structures are engineered and manufactured for the actual project location, including applicable building codes and design wind loads based on the local codes. Shade installation is a **heavy construction activity** and may require **large concrete footings, excavation, and crane or specialty equipment access**. Adequate site access, staging area, and clearance must be provided by the owner. The following are **excluded unless expressly stated**: sod replacement; landscaping or irrigation repair; site restoration; drainage correction; removal of existing structures; and repair of access paths or staging areas impacted during installation.

Once installation is complete and the installer has **demobilized from the site**, the owner is responsible for **removal or securing of shade fabric** when hurricanes or wind events exceeding the designed wind load are anticipated. Shade structures do not include lightning protection systems or mitigation devices unless expressly stated. Electrical work, grounding beyond standard requirements, and site-specific electrical provisions are excluded.

Billing Information

📧 (bill to): _____

🏠 (address): _____

👤 (contact): _____

📞 (phone): _____

✉️ (email): _____

Shipping Information

📧 (ship to): _____

🏠 (address): _____

👤 (contact): _____

📞 (phone): _____

✉️ (email): _____

Sales Tax Exemption Certificate Number # : _____ Please provide a verifiable certificate

QUOTE

109008-02-02 • 07/24/2026



A PLAYCORE Company

Quote Validity : Pricing is firm for 60 days from the date of quotation unless otherwise stated.

Pricing Basis : Quotes are based on shipment of all items at one time to a single destination unless noted. Changes to scope, quantities, delivery conditions, or site requirements may result in price adjustments.

Exclusions : This quotation excludes off-loading and unloading of materials; lift-gate service; storage of materials prior to installation; site security; acceptance of deliveries; removal of existing equipment; site work; landscaping; drainage; utility relocation; fencing; signage; lighting; and any work not expressly described or included on this proposal.

Shipping Terms : All equipment ships F.O.B. factory unless stated. Title and risk of loss transfer in accordance with standard shipping terms.

Taxes : Sales, use, and similar taxes are not included unless expressly stated. Applicable taxes will be added at time of invoicing unless a valid tax-exempt certificate is provided prior to order entry.

Production & Shipment : Manufacturing, fabrication, and shipment will not begin until all required approvals and deposits are received.

Acceptance of quotation:

Accepted By (name): Virginia Cepeda P.O. No: _____

Signature: Virginia Cepeda Date: _____

Title: CHAIR Phone: _____

E-Mail: VC@landstardevelopment.com Purchase Amount: **\$266,247.03**



Southern Hoss Fence Proposal - POD 21 Lift Station Fencing

Issue date : Sep 02, 2026

Expiration : Dec 01, 2026

from

Southern Hoss

16209 Foxtail Court

Punta Gorda, FL 33982

United States

info@southernhoss.com -

Billed to

Avenir CDD Attention Isabel Moreira

550 Biltmore Way

Coral Gables, Florida 33134

United States

Description	Unit price	Type	Qty	Amount
4' Tall Black 2-Rail Aluminum Fence	\$15,264.00	Service	1	\$15,264.00
Run 48" tall 2-rail black residential grade aluminum fence around perimeter of yard as outlined in survey.				
6' Black Commercial Chain Link Gate	\$3,286.00	Service	1	\$3,286.00
Installation of (2) 6' tall 8' wide black commercial chain link gates. Including privacy slates				
Emergency access gates to lift station				
4' Black Chain Link Gate	\$2,786.00	Service	1	\$2,786.00
Installation of (2) 4' tall 7' wide black commercial chain link gates. Including privacy slates				
Permit	\$600.00	Service	1	\$600.00
Permitting				
Total net				\$21,936.00

Hyman Cepeda
9/9/26

Payment terms & conditions

\$10,968.00 (1e 50%)	Upon signing the proposal	Deposit
\$10,968.00 (1e 50%)		Final invoice

 Bank transfer	 Bank card	 Check	 Cash
---	---	---	--

Payment Instructions and terms

Payment forms accepted:

- Cash
- Check (made payable to Southern Hoss)
- Zelle (hoss@southernhoss.com)
- Credit Card (standard fees apply)



PLANNING AND ZONING DEPARTMENT

Permit Number: _____

FINANCIAL RESPONSIBILITY FORM

The owner understands that all City-incurred professional fees and expenses associated with the processing of this application request are ultimately the responsibility of the owner. A security deposit shall be deposited in an interest-bearing account with any accrued interest to be retained by the City of Palm Beach Gardens.

The owner and/or designee shall be invoiced on a monthly basis for professional fees such as, but not limited to, consultant engineering services, legal services, advertising costs, and/or any other costs attributable to the processing of the permit for which the City incurred during the previous month. The owner and/or designee shall reimburse the City within ten (10) days from date of invoice. If payment is not received, the City may utilize the security deposit for reimbursement purposes. **All activities related to the pending permit(s) will cease until any outstanding invoices are paid.**

The owner/designee further understands that transfer of this responsibility shall require a completed form, signed and notarized by the responsible party, and delivered to the City's Planning and Zoning Department if the name and/or address of the responsible party changes at anytime during the application review process.

Virginia Cepero
Owner signature

9/15/2026

Virginia Cepero
Owner printed name

Date

Property Control Number

DESIGNEE/BILL TO:

Avenir Community Development District

2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410

Designee Acceptance Signature: Virginia Cepero

NOTARY ACKNOWLEDGEMENT

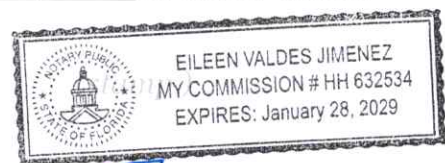
STATE OF Florida

COUNTY OF Miami Dade

I hereby certify that the foregoing instrument was acknowledged before me this 19th day of September, 2026, by Virginia Cepero. He or she is personally known to me or has produced _____ as identification.

Eileen Valdes Jimenez
Notary public signature

Printed name



State of Florida at-large

My Commission expires: January 28, 2029

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698

www.pbgfl.com

Prepared by and return to:

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

Space Above this Line for Recording Data

Quit Claim Deed

THIS QUIT CLAIM DEED made as of the 26 day of April, 2021, from **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("Grantor"), with an address at 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401, to **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

(Whenever used herein the terms "Grantor" and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to that certain real property, situate in Palm Beach County, Florida, more particularly described as follows :

See Exhibit "A" attached hereto.

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

✓/[SIGNATURES ON NEXT PAGE]

Exhibit "A"

Legal Description of Property

Tracts "RW1" and "RW2", Tract "W", Tract "LM", and Tracts "RBE1", "RBE2" and "RBE3", AVENIR SITE PLAN 1 - POD 2, according to the plat thereof, as recorded in Plat Book 128, Page 114, Public Records of Palm Beach County, Florida.

AND

Tracts "RW1" and "RW2", Tracts "W1", "W2", "W3" and "W4", Tracts "LM1", "LM2", "LM3" and "LM4", Tract "O-47", and Tracts "RBE1", "RBE2" and "RBE3", AVENIR SITE PLAN 2 - POD 5, according to the plat thereof, as recorded in Plat Book 129, Page 1, Public Records of Palm Beach County, Florida.

Statement of Ownership and Designation of Authorized Agent

Before me, the undersigned authority, personally appeared Virginia Cepero

Chair who, being by me first duly sworn, on oath depose and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting Administrative Amendment in the City of Palm Beach Gardens, Florida.
3. That he/she has appointed Avenir Development, LLC to act as authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Avenir Community Development District

Virginia Cepero
Signature of Owner

Virginia Cepero, Chair

By: Name/Title

2501 Burns Road, Suite A

Palm Beach, FL 33410

Street Address

City, State, Zip Code

P. O. Box

City, State, Zip Code

Contact 1-561-702-0392

Telephone Number

Fax Number

Contact Agent- fsbuilders@myyahoo.com

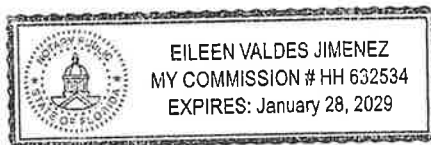
E-mail Address

Sworn and subscribed before me this 15th day of September, 2026

[Signature]
Notary Public

My Commission expires:

January 28, 2029

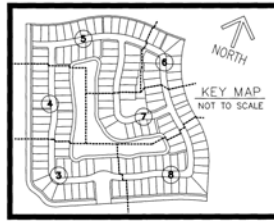


AVENIR - POD 11

BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RB24 - AVENIR - POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS

CAULFIELD & WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024



100

SHEET 2 OF 8

TABULAR DATA:

TABULAR DATA	ACRES
ZONING: MIXED USE PLANNED UNIT DEVELOPMENT	
FUTURE LAND USE DESIGNATION: MIXED USE	
RESIDENTIAL LOTS	30.753
TRACT #	8.101
TRACT RW1	0.183
TRACT RW2	0.098
TRACT RB21	0.741
TRACT RB22	0.681
TRACT PARK 1	0.702
TRACT PARK 2	0.507
TRACT PARK 3	0.414
TRACT #	2.583
TRACT LW	2.106
OPEN SPACE TRACT 1	0.286
OPEN SPACE TRACT 2	0.098
OPEN SPACE TRACT 3	0.057
OPEN SPACE TRACT 4	0.624
OPEN SPACE TRACT 5	0.048
OPEN SPACE TRACT 6	0.048
OPEN SPACE TRACT 7	0.385
OPEN SPACE TRACT 8	0.098
OPEN SPACE TRACT 9	0.108
OPEN SPACE TRACT 10	0.037
OPEN SPACE TRACT 11	0.527
OPEN SPACE TRACT 12	0.038
OPEN SPACE TRACT 13	0.134
OPEN SPACE TRACT 14	0.060
OPEN SPACE TRACT 15	0.024
OPEN SPACE TRACT 16	0.139
OPEN SPACE TRACT 17	0.101
OPEN SPACE TRACT 18	0.041
TOTAL AREA THIS PLAT	52.420

AVENIR COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, THIS 7th DAY OF October, 2024.

WITNESSES:
PRINT NAME: Eileen Valdes Jimenez
BY: Virginia Cepeda
CHAIRMAN
WITNESS: Sasel Cerve
PRINT NAME: Sasel Cerve

AVENIR COMMUNITY DEVELOPMENT DISTRICT

ACKNOWLEDGEMENT:
STATE OF FLORIDA
COUNTY OF MIAMI-DADE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 7th DAY OF October, 2024, BY VIRGINIA CEPEDA, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF October, 2024.
MY COMMISSION EXPIRES: Michelle Ray
NOTARY PUBLIC
COMMISSION NUMBER: Michelle Ray
PRINT NAME



AVENIR - POD 11 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR - POD 11 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS 7th DAY OF October, 2024.

WITNESSES:
PRINT NAME: Manuel M. Matto
BY: Manuel M. Matto
PRESIDENT
WITNESS: Eileen Valdes Jimenez
PRINT NAME: Eileen Valdes Jimenez

AVENIR - POD 11 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT.

ACKNOWLEDGEMENT:
STATE OF FLORIDA
COUNTY OF MIAMI-DADE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 7th DAY OF October, 2024, BY MANUEL M. MATTO, PRESIDENT, ON BEHALF OF AVENIR - POD 11 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF October, 2024.
MY COMMISSION EXPIRES: Michelle Ray
NOTARY PUBLIC
COMMISSION NUMBER: Michelle Ray
PRINT NAME



CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 7th DAY OF November, 2024.

BY: Patricia Snider
MAYOR
ATTEST: Patricia Snider
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 7th DAY OF November, 2024.

BY: Todd Engle
CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 137.06(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS 16th DAY OF OCTOBER, 2024.

Q. Salas
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS6882

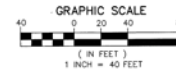


AVENIR - POD 11

BEING A REPLAT OF A PORTION OF PARCEL A-2, TOGETHER WITH ALL OF PARCEL C EDP ECONOMIC DEVELOPMENT PARCEL, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR - POD 9, AS RECORDED IN PLAT BOOK 133 PAGE 140, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 10 AND 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNESS

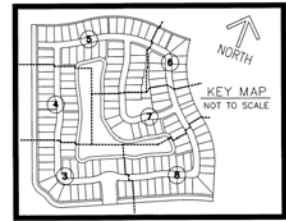
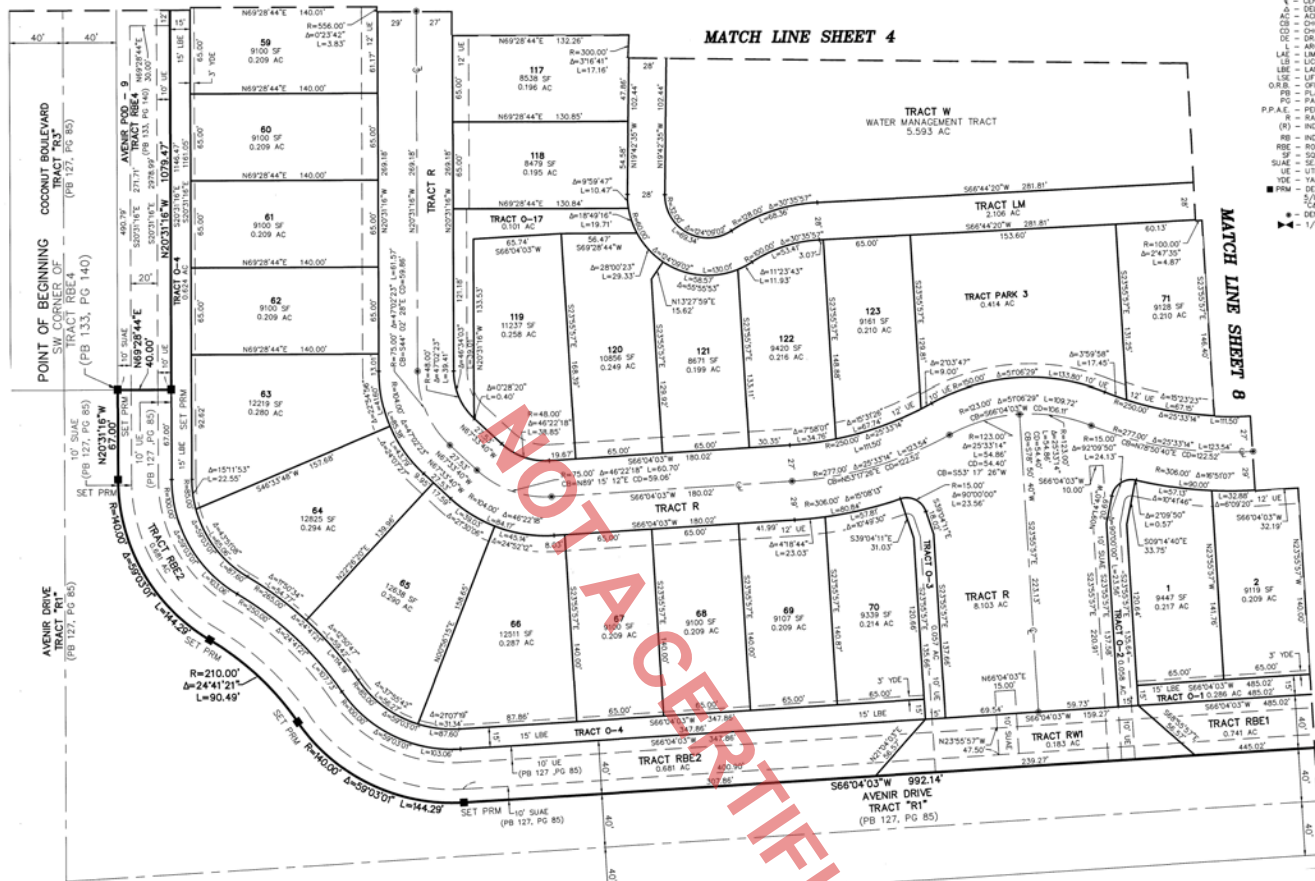
CAULFIELD & WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)592-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024



LEGEND/ABBREVIATIONS

- C - CENTERLINE
- Δ - DELTA (CENTRAL ANGLE)
- AD - ADJACENT
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- DE - DRAINAGE EASEMENT
- Δ - ARC LENGTH
- LAE - LIMITED ACCESS EASEMENT
- LB - LICENSED BUSINESS
- LBE - LANDSCAPE BUFFER EASEMENT
- LE - LIFT STATION EASEMENT
- ORB - OFFICIAL RECORD BOOK
- PG - PAGE
- P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
- R - RADIUS
- (R) - INDICATES RADIAL LINE
- RB - INDICATES RADIAL BEARING
- RBE - ROADWAY BUFFER EASEMENT
- S - SQUARE FEET
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT
- YDE - YARD DRAINAGE EASEMENT
- PRM - DENOTES PERMANENT REFERENCE MONUMENT
5/8" IRON ROD WITH CAP STAMPED
"CAP FROM LB 3591"
- - DENOTES PERMANENT CONTROL POINT
- ◄ - 1/4 SECTION CORNER

SHEET 3 OF 8



CAULFIELD & WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
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SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024

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

AVENIR
TRAC

MATCH LINE SHEET 3

MATCH LINE SHEET 5

MATCH LINE SHEET 7

SHEET 4 OF 8

A graphic scale bar is located at the bottom of the map. It is a horizontal bar divided into alternating black and white segments. Above the bar, the word "GRAPHIC SCALE" is written in bold capital letters. Below the bar, the text "(IN FEET)" is written in parentheses. Further below, the text "1 INCH = 40 FEET" is written. The bar has numerical markings at 0, 20, and 40. Above the bar, there is a north arrow pointing towards the top right, with the word "NORTH" written below it.

LEGEND/ABBREVIATIONS

- ⊖ — CENTRAL
- ⊙ — (A) CENTRAL ANGLE
- AC — ACCESS
- DF — DRIVE BEARING
- CD — CROSSING
- DE — DRAINAGE EASEMENT
- LC — LOT CORNER
- LA — LIMITED ACCESS EASEMENT
- LB — LIMITED BUSINESS
- LE — LANDSCAPE BUFFER EASEMENT
- LS — LOT SURFACE EASEMENT
- O.R.B. — OFFICIAL RECORD BOOK
- PB — PLAT BOOK
- PG — PAGE
- P.P.A.E. — PERPETUAL PUBLIC ACCESS EASEMENT
- R — RADIAL
- RB — INDICATES RADIAL LINE
- RSB — RADIAL BUFFER BEARING
- SF — SQUARE FEET
- SUA — STREET USE AUTHORITY EASEMENT
- UL — UTILITY EASEMENT
- VR — VARIANCE EASEMENT
- WPM — WALKWAY PERMANENT REFERENCE MONUMENT
- 5/8" IRON ROD 10' STAMPED
- CG PIN 10' STAMPED
- * — DENOTES PERMANENT CONTROL POINT
- ▶ — 1/4 SECTION CORNER

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS

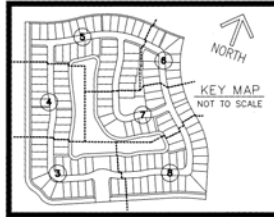
103

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AVENIR - POD 11

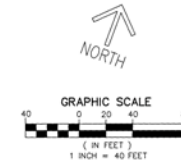
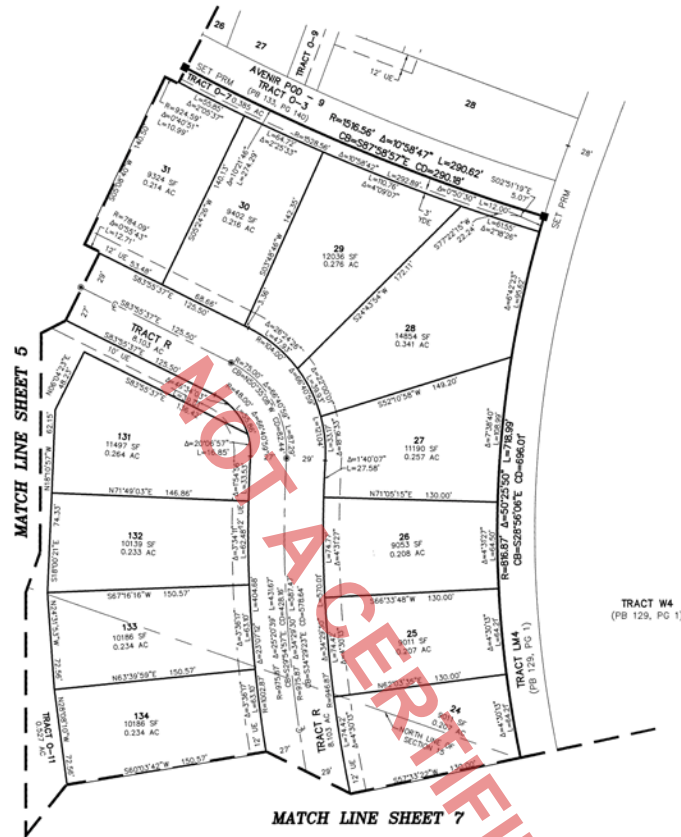
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THIS INSTRUMENT PREPARED BY
RONNIE L. FURNESS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2024



104

SHEET 6 OF 8



LEGEND/ABBREVIATIONS

- C - CENTERLINE
- Δ - DELTA (CENTRAL ANGLE)
- AC - ACRES
- CD - CHORD BEARING
- CD - CHORD DISTANCE
- DE - DRAINAGE EASEMENT
- L - ARC LENGTH
- LA - LIMITED ACCESS EASEMENT
- LB - LICENSED BUSINESS
- LS - LANDSCAPE BUFFER EASEMENT
- LSK - LIFT STATION EASEMENT
- OR - OFFICIAL RECORD BOOK
- PB - PLAT BOOK
- PG - PAGE
- P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
- R - RADIUS
- (R) - INDICATES RADIAL LINE
- RB - INDICATES RADIAL BEARING
- RSE - ROADWAY BUFFER EASEMENT
- SF - SQUARE FEET
- SUE - SEACOAST UTILITY AUTHORITY EASEMENT
- UE - UTILITY EASEMENT
- YOE - YARD DRAINAGE EASEMENT
- PRM - PERMANENT REFERENCE MONUMENT
- 5/8" IRON ROD WITH CAP STAMPED
- CON - DENOTES PERMANENT CONTROL POINT
- 1/4 SECTION CORNER

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF

[illegible]

MATCH LINE SHEET 8

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 12th day of August, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 and **ARAZOZA BROTHERS, CORP** a Florida corporation, (herein called "Contractor") whose address is 7027 SW 87th Court, Miami, FL 33173, agree as follows (each a "Party" and together "Parties"):

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

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

Avenir Community Development District Dog Park Landscape (Off-Site and On-Site)

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

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

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

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

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed

Owner VC Contractor AA

by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Two Hundred Thirty-Two Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$232,276.00)** and subject to the additions and deductions as provided for in this Agreement.

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

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

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

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

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

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

Owner  Contractor 

supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

Owner  Contractor 

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

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

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

Owner  Contractor 

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

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

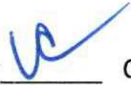
All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance

Owner  Contractor 

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

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

Owner  Contractor 

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

Owner  Contractor 

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

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by

Owner VC Contractor AA

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

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

Owner VC Contractor JA

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

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

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: **ARAZOZA BROTHERS, CORP**

Owner  Contractor 

7027 SW 87th Court
Miami, FL 33173
Attn: Eduardo Arazoza, Vice President of Sales

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

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

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

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

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

Owner  Contractor 

R. PUBLIC RECORDS:

- (a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
 2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
- (b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

Owner



Contractor



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

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

S. SCRUTINIZED COMPANY LIST:

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

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

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

Owner



Contractor



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

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner VC Contractor SM

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

WITNESSES:

Print Name: _____

Print Name: _____



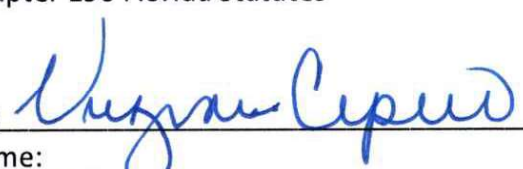
Print Name: Rosey Asensio

Print Name: _____

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

By:  _____

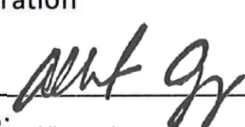
Name:

Title: Chaim

Dated: 9/2/26 _____

CONTRACTOR

ARAZOZA BROTHERS, CORP, a Florida corporation

By:  _____

Name:

Title:

Alberto Arazoza
Manager

Dated: 9/17/26 _____

Owner  Contractor 

ATTACHMENT "A"
SCOPE OF WORK

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

Off-Site:

Qualifications:

Landscape

- * Landscape proposal is based upon drawings LA-1 thru LA-6 last dated 11/27/2024 by urban design studio.
- * Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- Excavation and Backfill of soils is not included in proposal.
- * All work associated with existing trees/plants/lawns to remain (including tree protection), to be removed or to be included in proposal.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 1.5%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing particular project.

On-Site:

Qualifications:

Landscape

- * Landscape proposal is based upon drawings LA-1 thru LA-6 last dated 11/27/2024 by urban design studio.
- * Excavation of planting areas, soil to finish grade by others. All landscaped areas to be received denuded at +/- Excavation and Backfill of soils is not included in proposal.
- * All work associated with existing trees/plants/lawns to remain (including tree protection), to be removed or to included in proposal.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation

Qualifications:

Landscape

- * Artificial Turf is not included in proposal.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 1.5%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing to particular project.

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

ATTACHMENT "B"
SCHEDULE OF VALUE

Schedule of Values:

- A -	- B -	- C1 -
ITEM NO.	Description of Work	ORIGINAL SCHEDULED VALUE
On Site	First Draw-25% Mobilization	\$53,955.25
	Second Draw-50% Install	\$107,910.50
	Third Draw-15% Install	\$32,373.15
	Fourth Draw-10% Final install	\$21,582.10
Off site	First Draw-25% Mobilization	\$4,113.75
	Second Draw-50% Install	\$8,227.50
	Third Draw-15% Install	\$2,468.25
	Fourth Draw-10% Final install	\$1,645.50

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir Development Irrigation Plans LA-1 thru LA-6 approved in connection therewith by urban design studio last dated 11/27/2024.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 12th day of August, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410_and **ARAZOZA BROTHERS, CORP** a Florida corporation, (herein called "Contractor") whose address is 7027 SW 87th Court, Miami, FL 33173, agree as follows (each a "Party" and together "Parties"):

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

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

Avenir Community Development District Dog Park Irrigation (Off-Site and On-Site)

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

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

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

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

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed

Owner  Contractor 

by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Eighty-Eight Thousand Seventy-Five and 00/100 Dollars (\$88,075.00)** and subject to the additions and deductions as provided for in this Agreement.

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

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

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

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

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

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

Owner  Contractor 

supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

Owner  Contractor 

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

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

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

Owner



Contractor



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

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

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

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance

Owner  Contractor 

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

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

Owner VC Contractor JA

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

Owner VC Contractor JA

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

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by

Owner  Contractor 

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

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

Owner  Contractor 

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

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

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

To Contractor: **ARAZOZA BROTHERS, CORP**

Owner  Contractor 

7027 SW 87th Court
Miami, FL 33173
Attn: Eduardo Arazoza, Vice President of Sales

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

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

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

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

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

Owner  Contractor 

R. PUBLIC RECORDS:

- (a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
 2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
- (b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

Owner  Contractor 

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

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

S. SCRUTINIZED COMPANY LIST:

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

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

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

Owner  Contractor 

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

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner  Contractor 

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

WITNESSES:

Print Name: _____

Print Name: _____

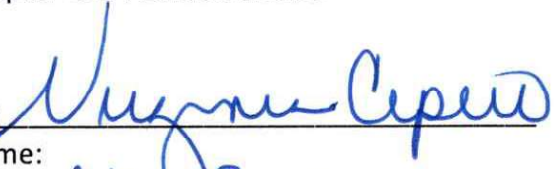
Print Name: Rosey Asensio

Print Name: _____

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

By: 

Name:

Title: Chair

Dated: 9/2/26

CONTRACTOR

ARAZOZA BROTHERS, CORP, a Florida corporation

By: 

Name: Alberto Arazoza

Title: Manager

Dated: 9/17/26

Owner  Contractor 

ATTACHMENT "A"
SCOPE OF WORK

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

Qualifications:

Irrigation

- * Irrigation proposal is based upon drawings IR-1 through IR-5 last dated 03/10/2025 by PARKER YANNETTE de IR-1 through IR-4 last dated 05/03/2021 by David Font Design.
- * Electrical drop and power hook-up fees for pump stations and controllers is not included in proposal.
- * Trenching through/boring under existing paving/asphalt, or coring through existing concrete, are not included in proposal.
- * Water meter, deposit tapping services, service charges, and/or capital or impact fees are not included in proposal.
- * SFWMD fees are not included in proposal.
- * Pipe hanging is not included in proposal.
- * All sleeves are to be open cut; no bores are included in proposal.
- * No consideration was given to the condition of any existing system herein.
- * Irrigation permit fee is not included in proposal.
- * 'Flowable Fill' (if needed) is not included in proposal.
- * Irrigation well is not included in proposal.
- * Irrigation proposal only includes buffer area.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal; if required add 1.5%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing for particular project.

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



ATTACHMENT "B"
SCHEDULE OF VALUE

Schedule of Values:

- A -	- B -	-C1-
ITEM NO.	Description of Work	ORIGINAL SCHEDULED VALUE
On Site	First Draw-25% Mobilization	\$20,018.75
	Second Draw-50% Install	\$40,037.50
	Third Draw-15% Install	\$12,011.25
	Fourth Draw-10% Final install	\$8,007.50
Off Site	First Draw-25% Mobilization	2,000.00
	Second Draw-50% Install	4,000.00
	Third Draw-15% Install	1,200.00
	Fourth Draw-10% Final install	800.00

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir Development Irrigation Plans IR-1 thru IR-5 approved in connection therewith by Parker
Yannette Design Group, Inc last dated 03/10/2025 and IR-1 thru IR-4 last dated 05/03/2021
by David Font Design.

Owner  Contractor 

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 9th day of July, 2026 between AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and AQUA ESCAPES, INC, a Florida corporation, (herein called "Contractor") whose address is 4303 SW High Meadow Avenue, Palm City, FL 34990, agree as follows (each a "Party" and together "Parties"):

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

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

Avenir CDD Pod 11 Entry Feature Fountain Work

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

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

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

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

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed

Owner VC Contractor MM

by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **One Hundred Seventy-Two Thousand One Hundred Sixty-Two and 00/100 Dollars (\$172,162.00)** and subject to the additions and deductions as provided for in this Agreement.

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

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

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

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

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

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

Owner VC Contractor MM

supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

Owner VP Contractor mm

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

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

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

Owner JP Contractor MM

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

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

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

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance

Owner  Contractor 

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

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

Owner  Contractor 

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

Owner _____ Contractor 

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

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by

Owner Contractor

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

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

Owner VC Contractor mm

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

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

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner  Contractor 

To Contractor: **AQUA ESCAPES, INC**
4303 SW High Meadow Avenue
Palm City, FL 34990
Attn: Mike McKenzie, Manager

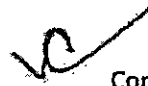
Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the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

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

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

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner  Contractor 

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

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

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

Owner ✓ Contractor mm

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

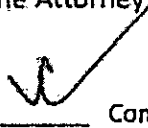
SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

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

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

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

Owner  Contractor MM

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

- U. **NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. **ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner  Contractor 

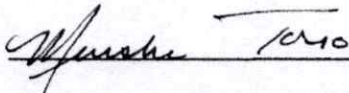
IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:



Print Name: Eileen Valdes

Print Name: _____

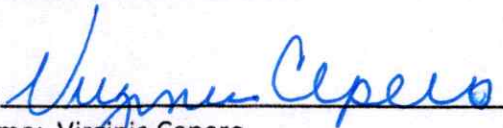


Print Name: Marsha Tonso

Print Name: _____

OWNER

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

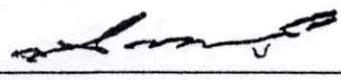
By: 

Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 7/16/26

CONTRACTOR

AQUA ESCAPES, INC, a Florida corporation

By: 

Name: Mike McKenzie
Title: Manager

Dated: 7/16/26

Owner _____ Contractor 

ATTACHMENT "A"
SCOPE OF WORK

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

Construction of Avenir Pod 11 Entry Fountain included shell, waterline tile, plumbing, and equipment. Excludes Oolite

POD 11 ENTRY FOUNTAIN
ENGINEERING & PERMITTING

- All aspects of the engineering and permit process are included in the proposal

SITework

- Locate all underground utility lines
- Excavate the area of fountain construction and drop dirt to be utilized for backfill and grading
- Includes compaction of the area of excavation and a compaction test
- Includes backfill

FORM AND REBAR

- Form fountain waterwall and basins. Install rebar according to engineer drawings

GUNITE

- Gunite fountain structure according to engineer drawings

ELECTRICAL

- Install electrical conduit from the equipment pad to the fountain for lights
- Includes junction boxes for lights
- Includes bond wire run to the equipment pad

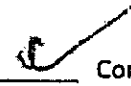
EQUIPMENT

- Includes (2) 3 HP Pentair Variable Speed Pumps
- Includes (1) Pentair 200 Filter
- Includes (1) Pentair Chlorinator
- Includes (1) Inwall Skimmer
- Includes (3) Foam Jets
- Includes material and installation of Roberts Valve autofill
- Includes material and installation of overflow line run towards curb with a pop up drainage valve
- Includes equipment pad

PLUMBING

- Install (2) pumps
- Install (1) filters
- Install (1) Chlorinator
- Install (1) Inwall Skimmer
- Install returns according to engineer drawings

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Owner  Contractor 

- Install plumbing lines and fittings from the equipment location to the fountain
- Install (1) Roberts Valve Autofill
- Install (1) overflow line with pop-up drain
- Install check valves on the equipment set
- Install (2) channel drains

LIGHTS

- Includes (13) Pal Lighting Pool Lights
- Includes (4) junction boxes
- Includes (2) 300 W Transformers
- Includes Installation of (13) lights

TILE & COPING

- Includes material, prep, and installation of 6" x 6" Black Porcelain Waterline Tile
- Includes material, prep, and installation of 12" x 24" Black Granite on weir edge of waterwall

PLASTER

- Includes material, prep, and installation of Florida Stucco Lagoon Plaster

FOUNTAIN STARTUP

- Includes the initial startup and the first 30 days of fountain maintenance
- Includes the initial chemicals and first 30 days of fountain chemicals
- Maintenance will be performed as needed for the first 30 days
- Aqua Escapes will make a recommendation for a fountain maintenance company, but the owner will be responsible for carrying out a maintenance contract to continue service before the end of the first 30 days

EXCLUSIONS

- Grading by others
- Survey pins provided by others
- Electrical connections to equipment and lights by others
- Water supply line and backflow preventer by others
- Oolite by others

WARRANTY

Aqua Escapes gives a one (1) year warranty on workmanship, a manufacturer's warranty on equipment, and a lifetime warranty on the structure of the fountain

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

ATTACHMENT "B"
SCHEDULE OF VALUE

Draw Schedule:

15% DEPOSIT
20% DAY OF EXCAVATION
20% DAY OF FORM AND STEEL COMPLETION
20% DAY OF GUNITE INSTALLATION
10% DAY OF TILE INSTALLATION
10% DAY OF PLASTER
5% FINAL

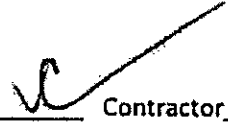
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Owner  Contractor 

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 11 Stone Gate Entry Feature Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 10/28/2025 and last revised on 06.03.2026.

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Owner  Contractor 

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 30th day of July, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 and **SUPERIOR WATERWAY SERVICES, INC.**, a Florida corporation, (herein called "Contractor") whose address is 6701 Garden Road, Suite 1, Riviera Beach, FL 33404, agree as follows (each a "Party" and together "Parties"):

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

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

Avenir Community Development District Pod 11 Lake Fountains

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

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

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

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

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and

Owner  Contractor 

diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Thirty-Nine Thousand Nine Hundred Five and 00/100 Dollars (\$39,905.00)** and subject to the additions and deductions as provided for in this Agreement.

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

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

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

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

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

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide

Owner

Contractor

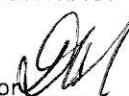
Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT

Owner



Contractor



BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

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

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

Owner _____

Contractor 

The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

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

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

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice

Owner  Contractor 

has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

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

Owner W Contractor all

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

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

Owner

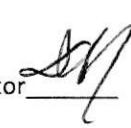


Contractor



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

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner  Contractor 

- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.
- L. **COST INCREASES:** Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner  Contractor 

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

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

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner  Contractor 

To Contractor: **SUPERIOR WATERWAY SERVICES, INC**
6701 Garden Road, Suite 1
Riviera Beach, FL 33404
Attn: Doug Matthews, Business Manager

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

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

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

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner  Contractor 

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

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

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

Owner  Contractor 

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

5. SCRUTINIZED COMPANY LIST:

- (a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.
- (b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.
- T. E-VERIFY:** Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

Owner _____ Contractor _____



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

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner  Contractor 

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

WITNESSES:



Print Name: Eileen Valdes

Print Name: _____



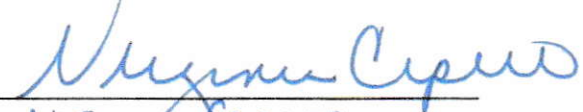
Print Name: Chris York

Print Name: _____

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

By: 

Name: Virginia Lepero
Title: Chairperson of CDD
Dated: 8/10/26

CONTRACTOR

SUPERIOR WATERWAY SERVICES, INC., a Florida corporation

By: 

Name: Doug Matthews
Title: Business Manager
Dated: 8-11-26

Owner  Contractor 

ATTACHMENT "A"
SCOPE OF WORK

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

SUPPLY AND INSTALLATION OF THREE (3) 5HP AQUAMASTER CROWN GEYSER LAKE FOUNTAINS FOR POD 11. EACH FOUNTAIN INCLUDES 3 PHASE 240 VOLT VERTICAL MOTOR, FLOAT, NOZZLE, CONTROL PANEL, 2 TIMERS, 4 LED LIGHTS AND 250 FEET OF 10/4 MOTOR CABLE AND 250 FEET OF 14/3 LIGHT CABLE. 5 YEAR MANUFACTURERS WARRANTY ON FOUNTAIN PARTS AND LABOR, 3 YEARS ON PARTS FOR LIGHTS AND CONTROL PANEL.

NOTE: DOES NOT INCLUDE ELECTRICAL WORK. ELECTRICIAN NEEDS TO EXTEND THE 240 VOLT 3 PHASE POWER TO APPROXIMATELY 25 FEET FROM THE LAKE, THEN INSTALL A RACK AND MOUNT FOUNTAIN CONTROL PANEL, EXTEND 2 INCH CONDUIT PIPING FROM RACK/CONTROL PANEL LOCATION TO THE LAKE.

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

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Owner



Contractor



ATTACHMENT "B"
SCHEDULE OF VALUE

TERMS: 50% DEPOSIT/NET 30

EQUIPMENT \$37,405.00
LABOR \$ 1,800.00
TAX No tax-CDD
EST FREIGHT \$ 700.00
TOTAL \$39,905.00

{10025-27265 / 01862666 v1}

Owner  Contractor 

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Pod 11 Stone Gate Site Plans Prepared by Urban Design Studio approved in connection therewith,
dated July 2023, last revised on 10.24.2024.

Owner  Contractor 

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 31st day of August, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 and **Arazoza Brothers LLC a Florida Limited Liability Co.** (herein called "Contractor") whose address is 7027 SW 87th Court, Miami, FL 33173, agree as follows (each a "Party" and together "Parties"):

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

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

Avenir Community Development District Pod 21 Entry Landscape Enhancements

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

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

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

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

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor

Owner  Contractor 

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

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Seventy-Two Thousand Nine Hundred Seventy and 00/100 Dollars (\$72,970.00)** and subject to the additions and deductions as provided for in this Agreement.

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

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

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

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

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

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

Owner  Contractor 

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

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

Owner  Contractor 

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

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

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

Owner

Contractor

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

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

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

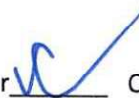
6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance

Owner  Contractor 

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

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

Owner



Contractor



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

Owner

Contractor

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

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by

Owner  Contractor 

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

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

Owner

Contractor

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

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

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner  Contractor 

To Contractor: **ARAZOZA BROTHERS LLC**
7027 SW 87th Court
Miami, FL 33173
Attn: Eduardo Arazoza, Vice President of Sales

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

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

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

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner

Contractor

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

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

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

Owner  Contractor 

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

S. SCRUTINIZED COMPANY LIST:

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

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

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

Owner  Contractor 

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

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner  Contractor 

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

WITNESSES:



Print Name: Eileen Valdes

Print Name: _____



Print Name: Rosey Asensio

Print Name: _____

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

By: 
Name: Virginia Cepero
Title: Chair
Dated: 9/2/24

CONTRACTOR

ARAZOZA BROTHERS LLC, a Florida Limited Liability Company

By: 
Name: Alberto Arazoza
Title: Manager
Dated: 9/2/26

Owner  Contractor 

ATTACHMENT "A" SCOPE OF WORK

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

Qualifications:

Landscape

- * Landscape proposal is based upon drawings LP-7 marked up and received via email on 08/28/2026.
- * Clearing, excavation, and/or scarifying of planting and/or sod areas is excluded:
 - a. areas to be received by Subcontractor denuded at finished elevation LESS the combined depths of soil, mulch and/or sod as applicable (1" for sod) listed in proposal or scope.
 - b. For the avoidance of doubt, excavation of individual tree planting pits is INCLUDED.
- * All work associated with existing trees/plants/lawns to be removed or to be relocated is not included in proposal.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Landscape permit fee is not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Quantities for Roadside shrubs are estimated based on existing sod areas and on center spacing; to be field verified.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal, if required add 1.5%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

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

ATTACHMENT "B"
SCHEDULE OF VALUE

Schedule of Values:

Description of Work	ORIGINAL SCHEDULED VALUE
First Draw-25% Mobilization	\$18,242.50
Second Draw-65% Install	\$47,430.50
Third Draw-10% Install	\$7,297.00



ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Pod 21 Landscape Plans LP-7 by Insite Studie and marked up by UDS on 8/28/2026.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 31st day of August, 2026 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 and **ARAZOZA BROTHERS, CORP** a Florida corporation, (herein called "Contractor") whose address is 7027 SW 87th Court, Miami, FL 33173, agree as follows (each a "Party" and together "Parties"):

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

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

Avenir Community Development District Pod 10 Buffer Landscape and Irrigation

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

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

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

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

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor

Owner  Contractor 

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

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **One Hundred Twenty-Three Thousand Seven Hundred Sixty-Two and 00/100 Dollars (\$123,762.00)** and subject to the additions and deductions as provided for in this Agreement.

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

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

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

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

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

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

Owner  Contractor 

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

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM

Owner  Contractor 

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

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

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

Owner



Contractor



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

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

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

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance

Owner  Contractor 

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

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

Owner  Contractor 

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

Owner



Contractor



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

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.
- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by

Owner  Contractor 

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

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

Owner  Contractor 

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

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

With Copy To: **BILLING COCHRAN, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner  Contractor 

To Contractor: **ARAZOZA BROTHERS, CORP**
7027 SW 87th Court
Miami, FL 33173
Attn: Eduardo Arazoza, Vice President of Sales

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

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

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

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner  Contractor 

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

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

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

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

Owner  Contractor 

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

S. SCRUTINIZED COMPANY LIST:

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

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

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

Owner  Contractor 

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

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner  Contractor 

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

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: Rosey Asensio

Print Name: _____

OWNER

AVENIR COMMUNITY DEVELOPMENT

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

By: _____
Name: Virginia Cepero
Title: CHAIR

Dated: 9/15/26

CONTRACTOR

ARAZOZA BROTHERS, CORP, a Florida corporation

By: _____
Name: Alberto Arazoza
Title: Manager

Dated: 9/21/26

Owner VC Contractor AA

ATTACHMENT "A"
SCOPE OF WORK

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

Qualifications:

Landscape

- * Landscape proposal is based upon drawings LP-C, LP-6, LP-12 and LP-17 last dated 02/09/2026 by uds.
- * Clearing, excavation, and/or scarifying of planting and/or sod areas is excluded:
 - a. areas to be received by Subcontractor denuded at finished elevation LESS the combined depths of soil, mulch and/or sod as applicable (1" for sod) listed in proposal or scope.
 - b. For the avoidance of doubt, excavation of individual tree planting pits is INCLUDED.
- * All work associated with existing trees/plants/lawns to remain (including tree protection), to be removed or to be relocated is not included in proposal.
- * Standard 2" x 4" wood bracing for trees and palms is included in proposal.
- * Initial fertilizer is included in proposal.
- * Tree grates, site furnishing, and hardscape items are not included in proposal.
- * Maintenance through acceptance only is included in proposal.
- * Root barrier, weed cloth and filter fabric are not included in proposal.
- * Structural soil (if needed) is not included in proposal.
- * Landscape permit fee is not included in proposal.
- * All living material to be provided will be Florida #1 quality according to the Florida Grades & Standards.
- * New installations are guaranteed for 1 year from completion/final acceptance.
- * Reference Sod Quantity: Sod quantity is approximated; actual quantity to be field-verified at time of installation.

Qualifications:

Irrigation

- * Irrigation proposal is based upon drawings IR-6, IR-12 & IR-17 through IR-19 last dated 8/5/2026 by Parker Yannette Design Group, Inc.
- * Electrical drop and power hook-up fees for pump stations and controllers is not included in proposal.
- * Trenching through/boring under existing paving/asphalt, or coring through existing concrete, are not included in proposal.
- * Water meter, deposit tapping services, service charges, and/or capital or impact fees are not included in proposal.
- * SFWMD fees are not included in proposal.
- * Pipe hanging is not included in proposal.
- * All sleeves are to be open cut; no bores are included in proposal.
- * No consideration was given to the condition of any existing system herein.
- * Irrigation permit fee is not included in proposal.
- * 'Flowable Fill' (if needed) is not included in proposal.
- * Irrigation well is not included in proposal.
- * Irrigation pump is not included in proposal.

General

- * Any item not specifically listed is excluded from proposal.
- * Bond is not included in proposal, if required add 1.5%.
- * MOT is not included in proposal, unless specifically detailed.
- * Hoisting of material to upper levels, if required, is not included in proposal.
- * This proposal shall be valid for ninety (90) days from date of issue.
- * No Material will be purchased from Tree World Wholesale Nursery.
- * Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

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

ATTACHMENT "B"
SCHEDULE OF VALUES

Schedule of Values:

Description of Work	ORIGINAL SCHEDULED VALUE
First Draw-25% Mobilization	\$30,940.50
Second Draw-10% Install	\$61,881.00
Third Draw-15% Install	\$18,564.30
Third Draw-10% Install	\$12,376.20

{10025-27265 / 01862666 v1}

Owner

Contractor

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Pod 10 Landscape Plans LP-C, LP-6, LP-12 and LP-17 by uds, last updated 02.09.2026.

{10025-27265 / 01862666 v1}

Owner  Contractor 

Construction Trade Partners, LLC2442 Metrocentre Blvd
West Palm Beach, FL 33407CHANGE
PROPOSAL
SUMMARY
CO# 001

PROJECT: Stone Gate - Entry Feature

PROJECT NO.: 228

LOCATION: Palm Beach County

DATE: 15-Sep-26

General Contractor FS Builders

Email:

Phone:

REFERENCE:

CO NO.: 001

RFI NO.:

FIELD ORDER NO.:

OTHER:

DESCRIPTION:

Deductive CO - Water feature structure by Others

Deductive CO due as the pool trade partner is going to do the structure for the water feature.

PRICING INFORMATION**1. DIRECT LABOR****2 PRODUCT LABOR:**1.B ☐ FOREMAN ☐ SUPERINTENDENT

1.C FIELD ENGINEERING:

1.D EXPENSES

SKILL/TRADE	MAN-HOURS	RATE	COST
Project Manager	-2.00 Hrs	\$93.50	\$ (187.00)
Superintendent	-32.00 Hrs	\$75.80	\$ (2,425.60)
Foreman	0.00 Hrs	\$65.00	\$ -
Concrete Finisher	-42.50 Hrs	\$52.50	\$ (2,231.25)
Concrete Laborer	-82.50 Hrs	\$37.25	\$ (3,073.13)
Mason	0.00 Hrs	\$57.80	\$ -
Rod Buster	-21.00 Hrs	\$49.00	\$ (1,029.00)
Carpenter/Forming	-18.00 Hrs	\$53.75	\$ (967.50)
SUBTOTAL (1)			\$ (9,913.48)

2. MATERIALS AND EQUIPMENT**2.A INCORPORATED IN WORK:**

pces

2.B CONSUMED IN PERFORMANCE:**2.C EQUIPMENT:****2.D DIRECT COSTS:**

DESCRIPTION	QUANTITY	UNIT PRICE	COST
Concrete (3,000 PSI)	CY	\$ 181.00	\$ -
Concrete (4,000 PSI)	-19.00 CY	\$ 185.00	\$ (3,515.00)
Concrete (5,000 PSI)	CY	\$ 189.00	\$ -
Fill Cell Grout	CY	\$ 191.00	\$ -
Rebar	-2915.00 LB	\$ 0.63	\$ (1,836.45)
CMU Regular	EA	\$ 1.94	\$ -
CMU Bond Beam	EA	\$ 2.14	\$ -
CMU 1/2" High	EA	\$ 2.35	\$ -
CMU Foundation 12"	EA	\$ 2.88	\$ -
Hardware Allowance	-1.00 EA	\$ 1,285.00	\$ (1,285.00)
Formwork Allowance	-1.00 EA	\$ 705.00	\$ (705.00)
			\$ -
			\$ -
			\$ -
			\$ -
TAXES	7%		\$ (513.90)
SUBTOTAL (2)			\$ (7,855.35)

3. SUBCONTRACTORS**3.A DIRECT:****3.B LOWER TIER:**

NAME	DESCRIPTION OF WORK	COST
CTP Pump Service	4 hr Min.	\$ (810.00)
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
SUBTOTAL (3)		\$ (810.00)

4. CONSULTANTS	NAME	DESCRIPTION OF WORK	COST	
			SUBTOTAL (4)	
5. FEE STRUCTURE	NAME	COST	PERCENT	FEE
	A. Contractor:			
	1. Direct Labor:	\$ (9,913.48)	10.0%	\$ (10,904.82)
	2. Material and Equipment:	\$ (7,855.35)	10.0%	\$ (8,640.89)
	B. Subcontractors:	\$ (810.00)	5.0%	\$ (850.50)
C. Consultants:				
D. Other:	\$ (20,396.21)	0.0%	\$ -	
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):		TOTAL	\$ (20,396.21)	
EXTENSION OF CONTRACT TIME:				
Justification:				
RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.				
Signed: Jaime Cepeda				
Title: Project Manager				
Contractor: Construction Trade Partners, LLC				
Date: 9/15/2026				
RECOMMENDATION by ENGINEER: (Forward to Owner for Review)				
N/A				
Signature of Engineer:				
Date:				
ACCEPTANCE BY OWNER or General Contractor:				
Signature of Owner's Authorized Representative:				
Date:				
Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above _____				
OWNER:	SUB CONTRACTOR:			
GENERAL CONTRACTOR:	FIELD:			
ENGINEER:	OTHER:			

Quote

Date: 06/18/2026

LF Quote#: 0000468806

PO#:

Project: Avenir CDD Pod 11

Bill To: Bidders Quote - Michelle Montesano
ATTN: Avenir CDD
550 Biltmore Way, Suite 1110
33134

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Ship To: Bidders Quote - Michelle Montesano
ATTN: Bidder's Quote
12551 Avenir Dr
Palm Beach Gardens, FL 33412

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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When ordering please confirm:

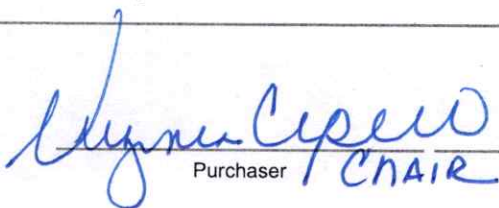
- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

Ship immediately upon completion
OR Ship On/After the date: _____

11	Parc Vue Bench Length: 72" length Style: Backed Mounting: Surface Mount Arm Divider Option: End Arms Powdercoat Color: Gloss Black	\$ 2,250.00	\$ 24,750.00
11	Parc Vue Litter Style: Side Opening Liner Option: With Liner Lid Color: Black Powdercoat Color: Bronze Metallic	\$ 1,200.00	\$ 13,200.00
2	Loop Bike Rack Mounting: Embedded Finish: Powdercoated Options: No Options Powdercoat Color: Silver Metallic	\$ 580.00	\$ 1,160.00

Page: 1 of 3

Cust #: LFBID
SSR: Michelle Montesano
Rep: Miami Team, FL2


Purchaser

Landscape Forms Customer Service

Seller

landscapeforms

Quote

Date: 06/18/2026

LF Quote#: 0000468806

PO#:

Project: Avenir CDD Pod 11

Bill To: Bidders Quote - Michelle Montesano
ATTN: Avenir CDD
550 Biltmore Way, Suite 1110
33134

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Ship To: Bidders Quote - Michelle Montesano
ATTN: Bidder's Quote
12551 Avenir Dr
Palm Beach Gardens, FL 33412

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
Item Total			\$ 39,110.00
Shipping & Handling			\$ 6,460.00
Sub Total			\$ 45,570.00
Estimated Tax			\$ 2,542.15
Document Total			\$ 48,112.15
			<u>Total \$45,570.00</u>

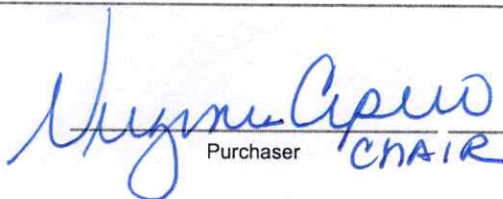
Payment Terms: Pending-Net30

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of standard product orders may incur a penalty charge of 30% or more.
- Orders including modified or custom product (Specials and/or Studio 431) may not be cancelled. If an order is terminated by the customer, payment in full is expected for the product subtotal regardless of current project status.
- Orders including modified or custom product (Specials, Structure and/or Studio 431) are subject to price increase after engineering/ product development is complete and approved by the customer. Modifications in price will be handled via change order.
- All manufacturing of product, as engineered and/or designed by Landscape Forms, shall be performed exclusively by Landscape Forms or its expressly authorized affiliates or subcontractors. Customer shall not engage any third party for the manufacture of said Product without the prior written consent of Landscape Forms.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.

Page: 2 of 3

Cust #: LFBID
SSR: Michelle Montesano
Rep: Miami Team, FL2


Purchaser

Landscape Forms Customer Service

Seller

landscapeforms

Quote

Date: 06/18/2026

LF Quote#: 0000468806

PO#:

Project: Avenir CDD Pod 11

Bill To: Bidders Quote - Michelle Montesano
ATTN: Avenir CDD
550 Biltmore Way, Suite 1110
33134

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
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Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

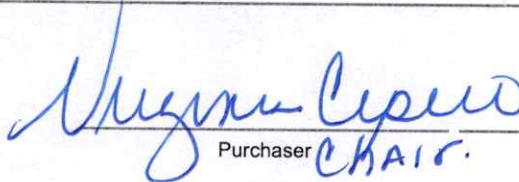
Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 3 of 3

Cust #: LFBID
SSR: Michelle Montesano
Rep: Miami Team, FL2


Purchaser **CHAIR**

Landscape Forms Customer Service

Seller

landscapeforms



*Monthly Managers Report
September 24, 2026*

Date of Report: 9/16/2026

Submitted by: Perry Baldwin

○ **Completed Tasks**

Approved and completed projects:

- Artificial grass installed on west pool deck
- Preventative maintenance of all HVAC
- Leveling pavers around pool due to tree roots.
- Replaced 3 ceiling fans in pool pavilions
- Main pool filters replaced
- Racket court wind screens re-attached after storm
- Pool deck pressure washed

○ **Patron requests for Board Consideration**

- Change gym back door time to be open at 5:00 PM so patrons do not have to walk to front door where they are verified as having a credential that belongs to them. Request was made due to rain and distance to front door.

○ **Ongoing Tasks**

Requested quotes on the following items:

- 8 new cameras with 4 covering gates, 2 at Pickleball & 2 at Tennis by 10/15
- All outside and inside lights fixtures have been inspected weekly.

○ **Future Items**

- Possible roof for shed/dumpster area to create a storage area
- Roof cleaning



LIFESTYLE REPORT

The Blue Heron Clubhouse

SUMMER VIBES

Submitted by: Patrice Chiaramonte



Labor Day Celebration

The Labor Day Celebration was a successful community event with more than 125 patrons in attendance. Guests enjoyed Alsies Ice Cream, with That's Amore Pizza available for purchase, creating a fun and festive atmosphere for residents and families.

The event featured music and entertainment by DJ Airwave, with partial sponsorship provided by AT&T. To add to the holiday spirit, red, white, and blue beads were distributed to attendees.

The event had great energy and positive resident engagement, with a lively atmosphere throughout the celebration. Overall, the Labor Day Celebration was a well-attended and enjoyable event that brought the community together to celebrate the holiday.



Upcoming Lifestyle Events September 2026

Palm Beach County Green Bag Food Drive – Friday, September 18

Residents are encouraged to participate in the Palm Beach County Green Bag Food Drive on September 18. This community initiative provides an opportunity for residents to donate non-perishable food items and help support local families in need.

Food Truck Thursday – September 24 | 5:00–8:00 PM

Residents are invited to join us for Food Truck Thursday on September 24 from 5:00–8:00 PM. The evening will feature Melted Madness Food Truck, providing residents with a convenient and casual opportunity to enjoy dinner, connect with neighbors, and spend time together at the clubhouse.

Turf Lawn



AVENIR COMMUNITY DEVELOPMENT DISTRICT

THIRD AMENDMENT TO AMENITY SERVICES AGREEMENT
(Pool and Clubhouse Management)

THIS IS A **THIRD AMENDMENT TO AMENITY SERVICES AGREEMENT** (“Amendment”), dated the 1st day of October, 2026, by and between:

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

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

RECITALS:

WHEREAS, the District entered into an Amenity Services Agreement with Contractor, dated November 8, 2021 (the “Agreement”) for the provision of services, as such capitalized terms are defined in the Agreement; and

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

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

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

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

Section 2. Engagement of Services. The District engages Contractor to provide amenity operation and management services in accord with the terms of the agreement

Section 3. Section 2.D of the Agreement is hereby amended, as follows:

2.D. District shall pay Contractor for the faithful performance of the

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

Pool Maintenance

Effective October 1, 2026, the pool maintenance will be \$2,843.75 per month and will automatically renew on the anniversary date of October 1, 2027, at an increased rate of 5%.

Clubhouse Staff

Effective October 1, 2026, as staffing is determined by the District, Vesta will bill the association for gross wages plus 35% burden each month.

Section 4. The Effective Date of this Amendment shall be October 1, 2026

Section 5. In all other respects, the Agreement between the parties, dated November 8, 2021, and amendments thereto, is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

Attest:

AVENIR COMMUNITY
DEVELOPMENT DISTRICT

BY: _____

Date: _____

Witness:

VESTA PROPERTY SERVICES, INC.

Print Name

Print Name

Title

Date

AVENIR COMMUNITY DEVELOPMENT DISTRICT

THIRD AMENDMENT TO SERVICES AGREEMENT
(Porter Service and Fountain Maintenance)

THIS IS A **THIRD AMENDMENT TO AMENITY SERVICES AGREEMENT** (“Amendment”), dated the 1st day of September, 2026, by and between:

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

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

RECITALS:

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

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

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

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

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

Section 2. Engagement of Services. The District engages Contractor to provide amenity operation and management services in accord with the terms of the agreement

Section 3. Section 2.D of the Agreement is hereby amended, as follows:

2.D. District shall pay Contractor for the faithful performance of the

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

Price for Fountian Services - three (3) fountains total

Effective September 1, 2026, the District requires Contractor to add fountain maintenance services to add an additional fountain, therefore, the fee for all fountain services will be \$3,500 for the month of September. The two existing fountains already under contract are due for a 5% increase as of October 1, 2026, therefore, effective October 1, 2026, all fountain maintenance will be billed at \$3,625.00 per month. The fountain maintenance will increase annually by 5% on October 1, 2027.

Price for Porter Services

Effective October 1, 2026, the porter service will no longer be included in the clubhouse wages but rather will be charged at a rate of \$45.00 per trash receptacle and dog waste station per month. Currently, there are 24 trash receptacles and 16 dog waste stations resulting in a monthly fee of \$1,800.00 per month and will be serviced weekly. For each receptacle/station added, the contractor will increase the monthly rate by \$45.00 for each receptacle/station added per month. The receptacle/station fee will increase by \$1.50 per receptacle/station per month each year on the renewal date. (The cost to repair or replace receptacles/stations is not included in the porter service fee.)

Section 4. The Effective Date of this Amendment shall be September 1, 2026

Section 5. In all other respects, the Agreement between the parties, dated November 17, 2021, and amendments thereto, is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

Attest:

AVENIR COMMUNITY
DEVELOPMENT DISTRICT

BY: _____

Date: _____

Witness:

VESTA PROPERTY SERVICES, INC.

Print Name

Print Name

Title

Date

Food Truck Thursday – September 24 | 5:00–8:00 PM

Residents are invited to join us for Food Truck Thursday on September 24 from 5:00–8:00 PM. The evening will feature Melted Madness Food Truck, providing residents with a convenient and casual opportunity to enjoy dinner, connect with neighbors, and spend time together at the clubhouse.

Adult Art Class – Friday, September 25 | 7:30–9:00 PM

Residents are invited to enjoy an evening of creativity at our Adult Art Class, presented by Studio Five 6 Art. The class will provide residents with a fun and engaging opportunity to explore their creativity while enjoying a night out at the clubhouse.

ESTIMATE

Florida Coast Power Washing LLC
5359 NW Wisk Fern Circle Port St. Lucie, FL 34986
Eric@FCpowerwash.com
5616767526



Bill To	Estimate details
Avenir Clubhouse	Estimate no.: 2310
12255 Avenir Dr	Estimate date: 08/19/2026
Palm Beach Gardens, Florida 33412, United States	Status: Pending
mbowden@sdsinc.org	
(561) 596 4316	

PRODUCT OR SERVICE	AMOUNT
Annual Roof cleaning- soft wash	\$5,188.25
Roof soft washing is a safe and effective method for cleaning shingles and other roofing materials using low-pressure water and biodegradable cleaning solutions. It removes algae, moss, mold, and lichen without damaging the roof surface, unlike high-pressure washing. Soft washing not only improves the roof's appearance but also extends its lifespan by preventing buildup that can cause decay or damage over time.	
20753 sq ft × \$0.25/sq ft	
↳ All Sidewalks/Curbs/Gutters/Medians-	\$0.00
Sidewalks- Pre chemical treatment / surface cleaning / high volume rinse/ post chemical treatment. Curbs/ Gutters/ Median curbs-pressure cleaned	
↳ 2 cabana roofs	\$0.00
Total	\$5,188.25

Tennis And Pickleball courts	\$3,331.80
Tennis & Pickleball Court Soft Washing: Low-pressure soft washing to safely remove algae, mold, mildew, dirt, and organic buildup from court surfaces, surrounding areas, and applicable fencing. Treatment is applied using appropriate cleaning solutions and controlled pressure to protect the court coating and lines. Courts will be thoroughly rinsed and left clean and refreshed.	
66636 sq ft × \$0.05/sq ft	

Subtotal	\$8,520.05
Estimate Total	\$8,520.05

Pending Approval

View Online

Access your estimate anytime online
[Click Here to View Estimate Online](#)
Estimate viewed on Aug 25, 2026, 4:18 PM UTC

Project Photos

<

Update Service

Service Name

Roof cleaning- soft wash

Unit Pricing

Sq.ft Price

Price/Sq.ft

\$0.25

Area (sq.ft)

20753

Total

\$5188.25

Flat Rate

or

Unit math — flat rate ignored

Use flat rate



MARTIN & SONS

RESIDENTIAL SERVICES, INC.

4581 Weston Road, Suite # 154, Weston, FL 33331 // Tel. 954-389-0220

Email: martin@martinandsons-usa.com // franco@martinandsons-usa.com

PRESSURE CLEANING // PAVER SEALING – SOUTH FLORIDA SPECIALIST SINCE 1992

September 15, 2026

Avenir Community Development District

Palm Beach Gardens, FL

ATTN: Megan

We respectfully submit our quote for the described scope of work:

Pre-spray and Chemical Scrub Pressure Clean:

Clubhouse Roof, approximately 21,520 SF @ \$0.25 = \$5,380.00

Clubhouse exterior walls - \$1,600.00

Clubhouse Entrance Monument - \$75

Clubhouse entrance retaining walls and stairways/walkways - \$350

Clubhouse parking lot concrete flatwork (sidewalks, gutters, curbing) and amenities sidewalks

Approximately 27,952 @ \$0.09 = \$2,515.68

Pickleball courts 13,174 SF @ \$0.09 = \$1,185.66

Tennis courts 57,392 SF @ \$0.09 = \$5,165.28

Playground equipment and walkways - \$469.32

Grand Total for all services – \$16,740.94

NEW CUSTOMER DISCOUNT – 20% = \$(3,348.19)

Discounted Grand Total - \$13,392.75

Includes algaecide pre-spray application to remove and treat mildew and algae; and to ensure cleaner, brighter, and longer lasting results.

Minimum of ½ on Acceptance:	\$6,696.38
Balance on Completion:	\$6,696.37
TOTAL:	\$13,392.75

9/22/2026

Dear Members of the Avenir CDD Board,

I'm writing to bring a matter to your attention ahead of Thursday's meeting. I've raised this directly with District Management on multiple occasions over the past several weeks, and while I've received a response, it isn't one that a group of residents and I feel resolves the matter fairly. I want to make sure the Board has the full picture regardless of how the meeting agenda is handled.

Background: A group of residents had been meeting informally for dance-based exercise sessions and wanted to open this opportunity to the broader community at no cost. This was an arrangement both Vesta's Lifestyle Director and Clubhouse Manager at the time were aware of and coordinated around, including scheduling logistics. In June 2026, District Management approved a request to formalize these sessions and open them to the broader community as a free class at the Blue Heron Clubhouse. Once formalized, I completed every requirement asked of me — proof of licensure and certification, and insurance naming all required entities — and the class was set to begin in September. Shortly before launch, I was told the class would be discontinued in favor of an equivalent class from the Clubhouse's paid vendor. I was offered the option to begin the class temporarily, for two weeks, but only if I signed a letter agreeing to turn it over to the vendor once their class launched in October.

Why I believe this decision should be reconsidered:

1. The vendor's current offerings don't overlap with the free Dance/Lift class this group would be offering. The vendor's current classes — Pilates, Strength Fit, Total Body Sculpt, HIIT Hour, and Yoga — include no dance component and run only in the mornings. There is no existing evening or dance-based class that duplicates it.
2. The class is free; the vendor's is paid. District Management's stated rationale is protecting the vendor's business and residents' experience with paid programming. That concern doesn't apply to a free offering that isn't competing for paying participants. Further, the vendor stands to gain nothing from this — the residents currently in this group, who would otherwise be the vendor's most likely evening attendees, have no interest in a paid class.
3. Reasoning for this decision has shifted several times over the course of this process — citing space and equipment constraints, protecting the vendor's business relationship and changing the description of the vendor's offerings each time our group's own sessions were described, creating a conflict where there never was one. Most recently, the stated position has been that the class is "substantially similar" to what the vendor offers, but as stated earlier, there appears to be no overlap. I have the email correspondence documenting this pattern and am happy to provide it upon request.

I have made every attempt to have the class reinstated, but without a satisfactory resolution. Our group is now requesting that the Board review this decision and reinstate the original approval, allowing the class to proceed as the free community offering it was always intended to be.

Thank you for your time and attention.

Best regards,
Lori Danenberg, Ph.D.

The Avenir CDD Board is evaluating the feasibility of establishing a restaurant at the Blue Heron Clubhouse and is seeking input from residents. The Board recognizes that a restaurant could enhance the clubhouse experience for some residents, but it would also require an increase in annual assessments to support its operation. To assist the Board in evaluating the community's interest, potential usage, and preferred dining options, please complete the following survey. Your responses will help the Board better understand what level of support exists, how frequently residents anticipate using a restaurant, and what type of establishment would best meet the community's preferences.

Please note that no restaurant concept, operator, menu, pricing structure, or service model has been selected. Any restaurant remains conceptual at this time, and the purpose of this survey is solely to gather resident input.

1. Annual Assessment

What is the maximum additional annual assessment your household would be willing to pay to support a restaurant at the Blue Heron Clubhouse?

Select one.

- ☐ \$0 – I would not be willing to pay an additional assessment for a restaurant
 - ☐ \$50–\$100 per year
 - ☐ \$101–\$150 per year
 - ☐ \$151–\$200 per year
 - ☐ More than \$200 per year
-

2. Anticipated Frequency of Use

Recognizing that a restaurant is currently only a conceptual amenity and that the operator, menu, pricing, and dining experience are not yet known, how often do you anticipate your household would dine at a clubhouse restaurant?

Select one.

- ☐ More than once per week
 - ☐ About once per week
 - ☐ Two to three times per month
 - ☐ About once per month
 - ☐ A few times per year
 - ☐ Rarely or never
-

3. Preferred Type of Food Service

If a food service operation were established at the Blue Heron Clubhouse, which type would you be most interested in?

Select all that apply.

- ☐ Fine dining
 - ☐ Casual dining
 - ☐ Poolside café or bar
 - ☐ Deli / sandwich shop
 - ☐ Grab-and-go food service
 - ☐ I am not interested in a restaurant or food service operation
 - ☐ Other: _____
-

4. Preferred Times of Use

When would your household be most likely to use a clubhouse restaurant or food service operation?

Select all that apply.

- ☐ Breakfast / morning
 - ☐ Lunch
 - ☐ Afternoon
 - ☐ Poolside dining
 - ☐ Happy hour / early evening
 - ☐ Dinner
 - ☐ Weekend brunch
 - ☐ Special events / holidays
 - ☐ I would not use a clubhouse restaurant
-

Thank you for taking the time to provide your input. Your feedback will assist the Avenir CDD Board in evaluating the potential interest, usage, and financial considerations associated with a Blue Heron Clubhouse restaurant.

Food and Beverage Solutions

for Active Adult Communities, Resorts and Marinas





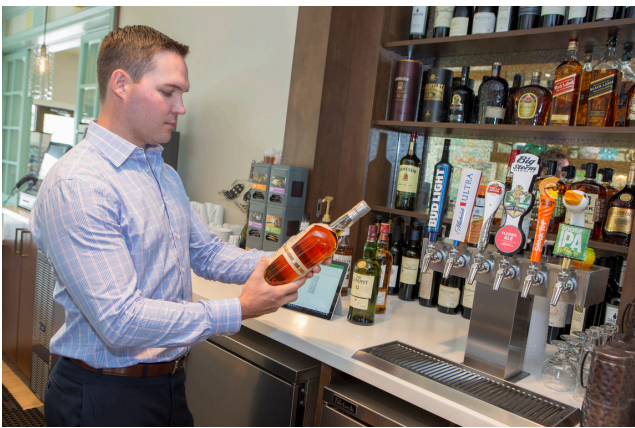
Valencia Sound
Boynton Beach, FL

Who We Are

Restaurant Partners, Inc. (RPI) is a restaurant operations and consulting company based in Orlando, Florida. Founded in 1992, RPI has developed, opened and managed properties across the U.S. and the Caribbean. Currently we operate multiple properties in the Southeastern United States.

***A Recognized Leader** Restaurant Partners, Inc. is a leader in providing F&B Management to an impressive client portfolio including Developers, Marinas, Resorts & Hotels, Active Adult Communities, Clubhouses and Upscale Residential Communities.*





What We Do

Excellence. Since our inception, RPI has excelled in implementing the systems that support the conceptualization, development, opening and operations of all types of food and beverage amenities. Some of the resources we offer include:

- Concept development
- Financial projections
- Menu development
- Theming
- Staffing and training
- Equipment selection and layout
- Contract purchasing
- Day-to-day operations





Why It Works

Results. Our experience in matching price, theming and operations to the demographic and positioning of a property has yielded tremendous results for our clients.

Some of the properties we've developed include a beach-themed restaurant, fast casual pizza, steak and seafood, full service Italian and sports bars. We can help solve your property's food and beverage challenges with the ultimate professionalism, efficiency and expertise that has put RPI at the top of our field.





The Challenges

Many property owners and developers use food and beverage services as amenities in order to sell homes, kick-start communities, rent boat slips, or fill hotel rooms.

Often the quality of the food offering and expertise of the staff do not complement the level of professionalism and image of the other amenities on property. For more than 30 years, Restaurant Partners has solved the intricate food and beverage challenges facing these properties. And we can do the same for you.



The RPI Difference

The “Partners” in Restaurant Partners, Inc. is no accident. We work closely with our clients to properly assess the situation and the challenges before we make any recommendations. Once we begin our development, we clearly communicate the plan, the schedule, and a concise outline of the steps we will take to achieve success.

A typical development outline may look like this:

- I. Concept Positioning Strategy Session
- II. Financial Pro-formas
 - A. Capital Budget
 - B. Start-up Expenses
 - C. First-year Monthly Pro-forma
 - D. Five-year Annual Pro-forma
- III. Menu Development
- IV. Theming (Uniforms, Plateware, Menu Design, Tabletop Items)
- V. Kitchen Design/Equipment Specs
- VI. Financial and Management Reporting
- VII. Staffing Plan
- VIII. Contracts
- IX. Hiring and Training
- X. Day-to-day Management





The Oaks at Boca Raton
South Florida



Some of Our Projects

Solivita - Poinciana, FL

On Top of the World - Ocala, FL

Westgate Resort at the Canyons - Park City, UT

Bilmar Beach Resort - Treasure Island, FL

Solara Resort - Kissimmee, FL

Old Port Cove - North Palm Beach, FL

Calypso Cay Resort - Kissimmee, FL

Polo Trace - Delray Beach, FL

Terra Verde Resort - Kissimmee, FL

The Oaks at Boca Raton - Boca Raton, FL

Valencia Sound - Boynton Beach, FL

Del Webb Oasis - Winter Garden, FL



Restaurant Partners Inc.

Industry Leaders in Food and Beverage Management

More than 30 Years of Success

Restaurant Partners Inc. is a recognized leader in providing strategic property management services for domestic and international clientele. For more than 30 years, RPI has been delivering proven results to F&B programs through a seasoned team of industry professionals, comprehensive infrastructure, continual innovation and the highest standards of hospitality. Our passion is to deliver results and our business is built on the success of our clients.





RPI History

Dave Manuchia is President and Chief Executive Officer of Restaurant Partners, Inc. Prior to founding RPI, Mr. Manuchia was an executive with Darden Restaurants, where he was one of the founding members of The Olive Garden Italian Restaurant chain. Dave had a successful 11 year career with Darden Restaurants, and was awarded the annual Chairman's Award for Outstanding Achievement on three separate occasions. He has been named one of Orlando's "100 Most Influential People" by *The Orlando Business Journal*.

As a testimony to its successful company history, RPI was named to Inc. Magazine's "500 Fastest Growing Privately Held Companies in America" on two separate occasions.

*Industry Leaders in Food and
Beverage Management*



To find out how Restaurant Partners can help solve
your Food & Beverage challenges, please contact. us.

RESTAURANT PARTNERS, INC.
1030 N. Orange Avenue Suite 200
Orlando, FL 32801, USA

e: contact@restaurantpartnersinc.com
p: 407-839-5070 | f: 407-839-3388
restaurantpartnersinc.com

