

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

July 22, 2024

BOARD OF SUPERVISORS

PUBLIC HEARING AND REGULAR MEETING AGENDA

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Sugarloaf Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 15, 2024

Board of Supervisors
Sugarloaf Community Development District

Dear Board Members:

The Board of Supervisors of the Sugarloaf Community Development District will hold a Public Hearing and Regular Meeting on July 22, 2024 at 11:00 a.m., at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment of Patrick Bonin to Fill Unexpired Term of Seat 5; *Term Expires November 2024*
 - Administration of Oath of Office (*the following will also be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2024-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

6. Consideration of Budget Funding Agreement Fiscal Year 2025
7. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondents
 - I. North Florida Professional Services, Inc.
 - II. Poulos & Bennett
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
8. Consideration of the Following Bond Financing Related Items:
 - A. Engagement of Bond Financing Professionals
 - I. Underwriter/Investment Banker: *FMSbonds, Inc.*
 - II. Bond Counsel: *Nabors, Giblin & Nickerson, P.A.*
 - III. Trustee, Paying Agent and Registrar: *US Bank, NA*
 - B. Presentation of Master Engineer's Report
 - C. Presentation of Master Special Assessment Methodology Report
 - D. Resolution 2024-08, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution
 - E. Resolution 2024-09, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Sugarloaf Community Development District in Accordance with Chapters 170, 190, and 197, Florida Statutes
 - F. Resolution 2024-10, Authorizing the Issuance of Not to Exceed \$126,465,000 Sugarloaf Community Development District Capital Improvement Revenue Bonds, in One or More Series; Approving the Form of a Master Trust Indenture; Appointing a Trustee, Registrar and Paying Agent; Approving a Capital Improvement Program; Authorizing the Commencement of Validation Proceedings Relating to the Bonds; and Providing an Effective Date

9. Consideration of Resolution 2024-05, Designating the Location of the Local District Records Office and Providing an Effective Date
10. Ratification of Maintenance of Stormwater Management Facilities - [Parcel C/ Pod 8] - St. Johns River Water Management District Application - North Hancock Road Extension 199282-2
11. Acceptance of Unaudited Financial Statements as of June 30, 2024
12. Approval of April 22, 2024 Regular Meeting and Audit Committee Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer:
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: October 28, 2024 at 11:00 AM

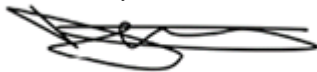
○ QUORUM CHECK

SEAT 1	CURT WILKINSON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MATTHEW YOUNG	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MATT CUARTA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	SUZANNE LUPIA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	PATRICK BONIN	☐ IN PERSON	☐ PHONE	☐ NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930 or Kristen Thomas (561) 517-5111.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

3A

MEMORANDUM

To: Board of Supervisors

From: District Counsel

Date: January 1, 2024

Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

3B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

3C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

3D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: ☐ ELECTIVE ☐ APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ____ inured to my special private gain or loss;
- ____ inured to the special gain or loss of my business associate, _____ ;
- ____ inured to the special gain or loss of my relative, _____ ;
- ____ inured to the special gain or loss of _____, by
whom I am retained; or
- ____ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT ELECTING
AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the Sugarloaf Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective July 22, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
Kristen Thomas is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of July 22, 2024:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 22ND DAY OF JULY, 2024.

ATTEST:

**SUGARLOAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

5A

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared

ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #1197579**

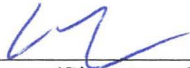
in the matter of **NOTICE OF PUBLIC HEARING**

was published in said newspaper in the issue(s) of

June 28, 2024

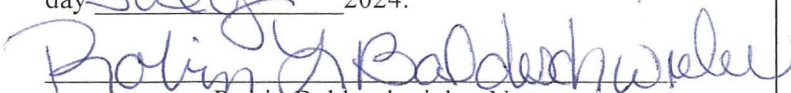
July 5, 2024

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



(Signature Of Affiant)

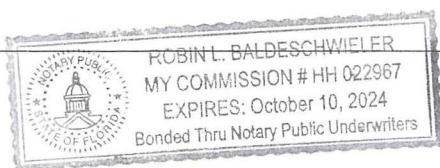
Sworn to and subscribed before me this 5
day July 2024.


Robin Baldeschwieler, Notary

Personally Known _____ or

Production Identification _____

Type of Identification Produced _____



**SUGARLOAF COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC
HEARING TO CONSIDER THE
ADOPTION OF THE FISCAL
YEAR 2025 PROPOSED
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Sugarloaf Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: July 22, 2024
TIME: 11:00 a.m.
LOCATION: City of Minneola
City Hall
800 N. US Hwy 27
Minneola, Florida 34715

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://sugarloafcd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. 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's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.
District Manager

#01197579

**June 28, 2024
July 5, 2024**

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2024-07

[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Sugarloaf Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Sugarloaf Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 22nd DAY OF JULY, 2024.

ATTEST:

**SUGARLOAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A: FY 2025 Budget

**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
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**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Landowner contribution	\$38,290	\$ 4,876	\$ 29,743	\$ 34,619	\$ 82,240
Total revenues	<u>38,290</u>	<u>4,876</u>	<u>29,743</u>	<u>34,619</u>	<u>82,240</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	12,000	6,000	6,000	12,000	48,000
Legal	15,000	158	10,000	10,158	15,000
Engineering	1,000	-	1,000	1,000	1,000
Audit*	-	-	-	-	4,700
Arbitrage rebate calculation*	-	-	-	-	500
Dissemination agent*	-	-	-	-	1,000
Trustee*	-	-	-	-	-
Telephone	200	100	100	200	200
Postage	500	9	491	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	-	1,750	1,750	3,500
Annual special district fee	175	200	-	200	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	750	553	197	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	<u>38,290</u>	<u>12,270</u>	<u>20,703</u>	<u>32,973</u>	<u>82,240</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(7,394)	9,040	1,646	-
Fund balance - beginning (unaudited)	-	(1,646)	(9,040)	(1,646)	-
Fund balance - ending (projected)					
Unassigned	-	(9,040)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (9,040)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$1000 per month during semi-dormancy period.

**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	15,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	1,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit*	4,700
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee*	-
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	3,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 82,240</u></u>

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

6

BUDGET FUNDING AGREEMENT
FISCAL YEAR 2025

This Agreement ("**Agreement**") is made and entered into effective as of October 1, 2024, by and between:

Sugarloaf Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, ("**District**"), and located in Lake County, Florida ("**County**"), and

Richland Developers – Florida, Inc., a Florida corporation, and the developer of property located within the boundaries of the District ("**Developer**," and together with the District, the "**Parties**").

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is presently developing the real property ("**Property**") within the District, described in **Exhibit B**, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer’s consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District’s general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. *[Contractual Lien]*. The District shall have the right to file a continuing lien (“**Lien**”) upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a “Notice of Lien” in the public records of the County.
- b. *[Enforcement Action]* The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- c. *[Uniform Method; Direct]* The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

5. **AUTHORIZATION.** 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 of the requirements of

law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

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

8. **ENFORCEMENT.** In the event that any 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 interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **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.

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH.** This Agreement has been negotiated fully among the Parties as 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 each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**Sugarloaf Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

Richland Developers – Florida, Inc.,
a Florida corporation

Witness

By: _____
Its: _____

EXHIBIT A: FY 2025 Budget
EXHIBIT B: Description of Property

EXHIBIT A

Fiscal Year 2025 Budget

EXHIBIT B

Description of the Property

POD 7

PARCEL 6—1

A Portion of The West 1/2 Of Section 29, Township 21 South, Range 26 East, Lake County, Florida, Being More Particularly Described as Follows:

Commence At The Northeast Corner Of The Northwest 1/4 Of Said Section 29; Thence South 01°08'01" West Along The East Line Of The West 1/2 Of Said Section 29, A Distance Of 25.00 Feet To The Point Of Beginning; Thence Continue South 01°08'01" West Along Said East Line, A Distance Of 2,932.40 Feet; Thence North 89°05'44" West Along The North Line Of The South 990.00 Feet Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 1,331.28 Feet; Thence North 00°49'36" East Along The West Line Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 323.28 Feet; Thence South 88°57'35" East Along The North Line Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 97.48 Feet; Thence Departing From Said North Line, Run North 01°08'01" East, A Distance Of 2,607.00 Feet To A Point On The South Right-Of-Way Line Of That Certain 25 Foot Right-Of-Way As Described In Official Records Book 518, Page 770, Of The Public Records Of Lake County, Florida; Thence South 89°12'16" East Along Said South Right-Of-Way Line, A Distance Of 1,235.55 Feet To The Point Of Beginning.

A portion of the Northwest 1/4 of Section 29, Township 21 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 29; thence South 01°08'01" West along the East line of the Northwest 1/4 of said Section 29, a distance of 25.00 feet to a point lying on the South right-of-way line of that certain right-of-way as described in Official Records Book 518, Page 770, of the Public Records of Lake County, Florida; thence North 89°12'16" West along said South right-of-way line, a distance of 1,235.55 feet; thence departing from said South right-of-way line, run South 01°08'01" West, a distance of 693.65 feet; thence North 88°51'59" West, a distance of 124.28 feet to the POINT OF BEGINNING; thence South 11°17'44" East, a distance of 84.03 feet; thence South 08°38'28" East, a distance of 92.49 feet; thence South 03°27'35" East, a distance of 83.51 feet; thence South 07°16'56" West, a distance of 161.23 feet; thence South 08°31'22" West, a distance of 247.38 feet; thence South 03°32'56" East, a distance of 11.24 feet; thence South 03°11'09" West, a distance of 38.32 feet; thence South 02°16'42" West, a distance of 53.69 feet; thence South 02°25'16" West, a distance of 97.54 feet; thence South 05°02'59" West, a distance of 3.33 feet; thence South 04°10'16" West, a distance of 46.95 feet; thence South 02°57'55" West, a distance of 44.57 feet; thence South 02°16'20" West, a distance of 45.54 feet; thence South 04°07'22" West, a distance of 22.75 feet; thence South 02°30'54" West, a distance of 102.31 feet; thence South 03°55'48" West, a distance of 128.09 feet; thence South 10°35'02" West, a distance of 45.04 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along said curve having a radius of 40.00 feet, a central angle of 99°23'38" for an arc distance of 69.39 feet to a point of tangency; thence North 70°01'20" West, a distance of 325.06 feet; thence North 56°19'37" West, a distance of 52.85 feet; thence North 57°09'05" West, a distance of 97.16 feet; thence North 52°40'57" West, a distance of 20.02 feet to a point of curvature of a curve concave to

the East; thence Northerly along said curve having a radius of 100.00 feet, a central angle of 80°30'30" for an arc distance of 140.51 feet to a point of tangency; thence North 27°49'34" East, a distance of 61.80 feet; thence North 20°23'23" East, a distance of 80.38 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 50.00 feet, a central angle of 16°54'37" for an arc distance of 14.76 feet to a point of tangency; thence North 03°28'47" East, a distance of 32.76 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 50.00 feet, a central angle of 40°57'08" for an arc distance of 35.74 feet to a point of tangency; thence North 37°28'22" West, a distance of 46.05 feet; thence North 40°44'15" West, a distance of 44.26 feet to a point of curvature of a curve concave to the Northeast; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 30°17'33" for an arc distance of 105.74 feet to a point of tangency; thence North 10°26'42" West, a distance of 22.20 feet; thence North 09°05'40" West, a distance of 31.86 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 01°49'17" for an arc distance of 6.36 feet to a point of tangency; thence North 07°16'23" West, a distance of 40.34 feet; thence North 03°26'23" West, a distance of 30.17 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 60.00 feet, a central angle of 32°11'10" for an arc distance of 33.71 feet to a point of tangency; thence North 28°44'47" East, a distance of 38.37 feet; thence North 25°26'27" East, a distance of 21.95 feet to a point of curvature of a curve concave to the Southeast; thence Northeasterly along said curve having a radius of 60.00 feet, a central angle of 53°28'31" for an arc distance of 56.00 feet to a point of tangency; thence North 78°54'58" East, a distance of 3.76 feet; thence North 79°33'36" East, a distance of 49.54 feet; thence North 78°47'16" East, a distance of 9.76 feet to a point of curvature of a curve concave to the Northwest; thence Northeasterly along said curve having a radius of 25.00 feet, a central angle of 88°53'49" for an arc distance of 38.79 feet to a point of tangency; thence North 10°06'33" West, a distance of 14.32 feet; thence North 15°23'49" West, a distance of 16.28 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 13°27'12" for an arc distance of 46.96 feet to a point of tangency; thence North 28°51'02" West, a distance of 21.72 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 13°48'37" for an arc distance of 48.21 feet to a point of tangency; thence North 15°02'25" West, a distance of 39.64 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 16°37'49" for an arc distance of 58.05 feet to a point of tangency; thence North 31°40'13" West, a distance of 67.60 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 08°02'57" for an arc distance of 28.10 feet to a point of tangency; thence North 39°43'11" West, a distance of 6.23 feet to a point of curvature of a curve concave to the Southeast; thence Northeasterly along said curve having a radius of 75.00 feet, a central angle of 143°31'34" for an arc distance of 187.88 feet to a point of tangency; thence South 76°11'37" East, a distance of 40.38 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 200.00 feet, a central angle of 15°46'53" for an arc distance of 55.09 feet to a point of tangency; thence South 60°24'43" East, a distance of 21.25 feet to a point of curvature of a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 200.00 feet, a central angle of 15°40'47" for an arc distance of 54.73 feet to a point of tangency; thence South 44°43'57" East, a distance of 7.91 feet; thence South 60°59'37" East, a distance of 32.37 feet to a point of curvature of a curve concave to the North; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 18°37'28" for an arc distance of 24.38 feet to a point of tangency; thence

South 79°37'05" East, a distance of 65.23 feet; thence South 87°52'13" East, a distance of 38.34 feet to a point of curvature of a curve concave to the North; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 23°55'04" for an arc distance of 31.31 feet to a point of tangency; thence North 68°12'43" East, a distance of 99.56 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 12°14'36" for an arc distance of 16.03 feet to a point of tangency; thence North 80°27'19" East, a distance of 56.08 feet to a point of curvature of a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 50.00 feet, a central angle of 88°14'57" for an arc distance of 77.01 feet to the POINT OF BEGINNING.

CONTAINING 169.373 ACRES (7,377,907 SQUARE FEET) MORE OR LESS.

POD 8

PARCELS 6- 2 Thru 6-6

A Portion of The West 1/2 Of Section 28, Township 21 South, Range 26 East, Lake County, Florida, Being More Particularly Described As Follows:

Commence At The North 1/4 Corner Of Said Section 28; Thence South 00°54'52" West Along The East Line Of The West 1/2 Of Said Section 28, A Distance Of 25.03 Feet; Thence Departing From Said East Line, Run South 89°05'08" West, A Distance Of 25.00 Feet To The Point Of Beginning, Said Point Lying On The Westerly Right-Of-Way Line Of Sugarloaf Mountain Road As Described In Right-Of-Way Deed Recorded In Official Records Book 496, Page 530, Of The Public Records Of Lake County, Florida; Thence South 00°54'52" West Along Said Westerly Right-Of-Way Line, A Distance Of 3,918.01 Feet To The Northeast Corner Of Hunters Ridge, According To The Plat Thereof As Recorded In Plat Book 41, Pages 4 And 5, Of Said Public Records; Thence North 89°24'17" West Along The North Boundary Of Said Hunters Ridge, A Distance Of 1,529.12 Feet; Thence Departing From Said North Boundary, Run North 00°35'43" East, A Distance Of 533.40 Feet To A Point On The Arc Of A Non-Tangent Curve Concave To The Northeast, The Radius Point Of Which Bears North 38°58'17" East; Thence Northwesterly Along Said Curve Having A Radius Of 188.00 Feet, A Central Angle Of 41°28'44" For An Arc Distance Of 136.10 Feet To A Point Of Tangency; Thence North 09°32'59" West, A Distance Of 63.63 Feet To A Point Of Curvature Of A Curve Concave To The East; Thence Northerly Along Said Curve Having A Radius Of 1,176.00 Feet, A Central Angle Of 14°49'24" For An Arc Distance Of 304.25 Feet To A Point Of Tangency; Thence North 05°16'25" East, A Distance Of 28.45 Feet To A Point Of Curvature Of A Curve Concave To The West; Thence Northerly Along Said Curve Having A Radius Of 324.00 Feet, A Central Angle Of 20°58'55" For An Arc Distance Of 118.65 Feet To A Point Of Tangency; Thence North 15°42'30" West, A Distance Of 49.08 Feet To A Point On The Arc Of A Non-Tangent Curve Concave To The North, The Radius Point Of Which Bears North 14°11'55" West; Thence Westerly Along Said Curve Having A Radius Of 875.00 Feet, A Central Angle Of 15°15'05" For An Arc Distance Of 232.91 Feet To A Point Of Tangency; Thence North 88°56'50" West, A Distance Of 618.90 Feet; Thence North 00°56'16" East, Along A Line Lying 122.00 Feet East From And Parallel With, As Measured At Right Angles To The West Line Of The Southwest 1/4 Of Said Section 28, A Distance Of 99.37 Feet To A Point Of Curvature Of A Curve Concave To The East; Thence Northerly Along Said Curve Having A Radius Of 19,938.00 Feet, A Central Angle Of 00°06'55" For An Arc Distance Of 40.10 Feet To A Point Of Tangency; Thence North 01°03'10" East Along A Line Lying 122.00 Feet East From And

Parallel With, As Measured At Right Angles To The West Line Of The Northwest 1/4 Of Said Section 28, A Distance Of 2,607.07 Feet To A Point On The South Right-Of-Way Line Of Sugarloaf Mountain Road As Described In Said Right-Of-Way Deed; Thence South 89°09'36" East Along Said South Right-Of-Way Line, A Distance Of 2,496.00 Feet To The Point Of Beginning.

CONTAINING 200.117 ACRES (8,717,089 SQUARE FEET), MORE OR LESS.

CONTAINING OVERALL 300.907 ACRES, MORE OR LESS.

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

7A

The Villages DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared

ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad #1191140

in the matter of **NOTICE OF REQUEST**

was published in said newspaper in the issue(s) of

May 21, 2024

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

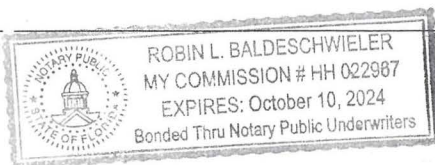


(Signature Of Affiant)

Sworn to and subscribed before me this 22
day May 2024.


Robin Baldeschwieler, Notary

Personally Known _____ or
Production Identification _____
Type of Identification Produced _____



REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT RFQ for Engineering Services

The Sugarloaf Community Development District (the "District"), located in Minneola, Florida, announces that professional engineering services will be required on a continuing basis for the District's Stormwater management, roadway improvements, water, sewer and reclaimed water utilities, recreational amenities, parks and open spaces, landscaping, irrigation, signage and entry features, and street lighting and electrical improvements, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with the City of Minneola and Lake County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit one (1) unbound and one (1) electronic copy of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on June 7, 2024 to the attention of Daniel Rom, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

#01191140

May 21, 2024

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

7B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Sugarloaf Community Development District (the “District”), located in Minneola, Florida, announces that professional engineering services will be required on a continuing basis for the District’s Stormwater management, roadway improvements, water, sewer and reclaimed water utilities, recreational amenities, parks and open spaces, landscaping, irrigation, signage and entry features, and street lighting and electrical improvements, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with the City of Minneola and Lake County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All Applicants interested must submit one (1) unbound and one (1) electronic copy of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on June 7, 2024 to the attention of Daniel Rom, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District Manager’s Office”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

7ci

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Sugarloaf Community Development District, The Villages Florida

2. PUBLIC NOTICE DATE

05/22/2024

3. SOLICITATION OR PROJECT NUMBER

RFQ for Engineering Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Gregory G. Bailey, PE; President

5. NAME OF FIRM

North Florida Professional Services, Inc.

6. TELEPHONE NUMBER

386-752-4675

7. FAX NUMBER

386-752-4674

8. E-MAIL ADDRESS

gbailey@nfps.net

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER SUBCON- TRACTOR			
a.	✓			North Florida Professional Services, Inc. ☐ CHECK IF BRANCH OFFICE	1450 SW State Road 47 Lake City, FL 32025	Engineer
b.			✓	Akin Brooks Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	14260 W Newberry Road #115 Newberry, FL 32669	Electrical Engineer
c.			✓	Haskell Company ☐ CHECK IF BRANCH OFFICE	111 Riverside Ave. Jacksonville, FL 32202	Landscape Architect
d.				 ☐ CHECK IF BRANCH OFFICE		
e.				 ☐ CHECK IF BRANCH OFFICE		
f.				 ☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

North Florida Professional Services, Inc.

Gregory G Bailey, PE

Utilities/Drainage
Environmental

BS Civil Engineering
Georgia Institute of Technology

26 Years Experience

CEI

Transportation

Ryan Asmus, PE

Transportation Director

BS Civil Engineering
University of Florida

21 Years Experience

Project Manager

Clint Capps

Project Manager

BS Civil Engineering]
University of North Florida

14 Years Experience

Utilities

Brian Roche, PE

Water Resources Director

BS Mechanical Engineering
Georgia Institute of Technology

34 Years Experience

Project Manager

Darin Kilfoyl, EI

Civil Engineer

BS Civil Engineering
University of North Florida

2 Years Experience

Site Development

Robin Smith, PE

Site Development Director

BS Mechanical Engineering
University of Florida

22 Years Experience

Surveying

Grants / Planning

Planning & Zoning

Brandon Stubbs

Land Use Planner

BA Business Administration
Saint Leo University

20 Years Experience

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Gregory G Bailey, PE	Engineer	a. TOTAL 36	b. WITH CURRENT FIRM 14
15. FIRM NAME AND LOCATION <i>(City and State)</i> North Florida Professional Services, Inc., PO Box 3823, Lake City FL 32056			
16. EDUCATION <i>(Degree and Specialization)</i> BS Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL PE #43858 GA PE #002687 AL PE #32942	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Poe Springs Road (Alachua County, FL)	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> 2019
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Engineer of Record; provided drainage, permitting, final design, bid documents, utility coordination and project management		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
CR 252 Widening & Resurfacing (Columbia County, FL)	PROFESSIONAL SERVICES 2014	CONSTRUCTION <i>(If applicable)</i> 2017
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Engineer of Record; design 5-foot wide sidewalks with crosswalks, signs and pavement markings		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
CR152 Safety Improvements (Hamilton County, FL)	PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2018
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Engineer of Record; 13.4-mile shoulder widening design with 4-foot paved shoulders and included design and utility coordination		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
SW Wilson Springs Road (Columbia County, FL)	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> 2021
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Engineer of Record; design 5-foot wide sidewalk with crosswalk, signs and pavement markings		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ryan Asmus, PE	Engineer	21	1+

15. FIRM NAME AND LOCATION *(City and State)*

North Florida Professional Services, Inc., PO Box 3823, Lake City FL 32056

16. EDUCATION *(Degree and Specialization)*

BS Civil Engineering

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

FL PE # 66626

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

FDOT Specifications Certificate and FDOT Temporary Traffic Control (TTC) Advanced Certification

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Forest Road CR 250 in Osceola National Forest (Baker County, FL)		2009	2010
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Project included the resurfacing of CR 250, reconstructing the bridge railing on 270029 and reconstructing the approach and departure guardrail. This project involved coordination with the US Forest Service Engineer Clay Coleman. The project cost was \$1.8 million and the role served was EOR and PM.			
b. (1) TITLE AND LOCATION <i>(City and State)</i> US 27 Bridge Replacement over Fenholloway River (Taylor County, FL)		2014	2015
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Served as EOR for the bridge replacement on US 27 over the Fenholloway River in Taylor County, FL. The project included the design of the horizontal and vertical alignment, developing TTC plan during construction, geotechnical investigations for soil classification and bridge foundation requirements. Project Cost was \$4 million.			
c. (1) TITLE AND LOCATION <i>(City and State)</i> Reconstruction of SR 20 (Alachua County, FL)		2017	2020
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Reconstruction of SR 20 from 2-lanes rural to 4-lanes urban in Alachua County. The project length was 2.5 miles. This project included the construction of parallel bridges that are 165' long. This included the design of the horizontal and vertical alignment, drainage design and maintenance of traffic plans. Role was EOR and PM. Project Cost was \$17 mil			
d. (1) TITLE AND LOCATION <i>(City and State)</i> Piddle Creek Bridge on I-10 (Lake City, FL)		2023	on-going
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Redesign of the splice point for the Piddle Creek Bridge on I-10 in Madison County. This project is in construction and the contractor proposed a cost savings initiative to redesign the splice point on the bridge construction to remove a phase of construction. Role served was EOR. Project cost is \$10 million.			
e. (1) TITLE AND LOCATION <i>(City and State)</i> Dirt-to-Paved Road Design (Branford, FL)		2023	2023
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Dirt-to-paved road design in the town of Branford, FL. This project included the design of the horizontal and vertical geometry to align the proposed roadway within the counties right-of-way. It also included coordination with the city for their utilities to ensure that all of the conflicts were addressed with the new alignment. Role served was EOR and PM.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Robin G. Smith, PE	Engineer	a. TOTAL 22	b. WITH CURRENT FIRM <1
15. FIRM NAME AND LOCATION <i>(City and State)</i> North Florida Professional Services, Inc., PO Box 3823, Lake City FL 32056			
16. EDUCATION <i>(Degree and Specialization)</i> BS Mechanical Engineering University of Florida		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL PE #77842	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> New District 4 Medical Examiners Office (Jacksonville, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> on-going
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Design and development of a new medical examiners office to serve Duval, Clay, Nassau, Columbia and Hamilton Counties. Existing MEO building is over 60 years old, and far undersized. Total project cost \$87 million. Served as Sr. Project Manager and direct coordination with MEO.		
(1) TITLE AND LOCATION <i>(City and State)</i> New 911 Backup Center / Fire Station # 73 (Jacksonville, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2022
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Design and construction of a new 911 backup center along with a new Fire Station. Site acts as an emergency backup center should anything happen with the regular call center. Total project cost \$12 million. Served as Sr Project manager and coordination between JSO and JFRD.		
(1) TITLE AND LOCATION <i>(City and State)</i> Montgomery Correctional Facility Upgrades (Jacksonville, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2022
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Design and construction of upgrades to site including new Machine Shop and new Firing Range. Total cost of upgrades \$4 million. Served as Project Manager and coordination with JSO.		
(1) TITLE AND LOCATION <i>(City and State)</i> New Fire Station #64 (Jacksonville, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2022
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Design and construction of a new Fire Station. Location of station was strategically chosen to lower response times from avg. 7 minutes to avg. 3 minutes. Total project cost \$9 million. Served as Sr Project manager and coordination with JFRD.		
(1) TITLE AND LOCATION <i>(City and State)</i> New Greater Jacksonville Fairgrounds (Jacksonville, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> 2024
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Design and construction of new 60+ acre fairgrounds facility, to replace the current 17 acre facility. Closely coordinated site design with National Park Services, due to the site being a previous military facility. Total project cost \$23 million. Served as Sr Project Manager and coordination with Fairgrounds Board, and adjacent equestrian center.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Brian Roche, PE	13. ROLE IN THIS CONTRACT Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 34	b. WITH CURRENT FIRM 1+
15. FIRM NAME AND LOCATION <i>(City and State)</i> North Florida Professional Services, Inc., PO Box 3823, Lake City FL 32056			
16. EDUCATION <i>(Degree and Specialization)</i> Master of Accountancy, University of North Florida, 2001 Bachelor of Science (Accounting), University of Florida, 1998 MBA - University of North Florida, 1995 Bachelor of Science (Mechanical Engineering), Georgia Institute of Technology, 1987		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> PE #49315; CPA #AC36716	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> South County Master Utility Plan (Columbia County, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> 2024
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Engineer of Record; develop Potable Water and Wastewater Utility Master Plans for the southern region of the County		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Fort White Wastewater System (Fort White, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> on-going
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Engineer of Record; develop centralized wastewater collection and treatment facilities for the Town of Fort White		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> North Florida Mega Industrial Park (Lake City, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2023
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Engineer of Record; design of the well and water treatment plant facility and water/sewer delivery and collection system		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> 	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> 	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
☐ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Clint G. Capps, PE	Project Manager	a. TOTAL 14	b. WITH CURRENT FIRM <1
15. FIRM NAME AND LOCATION <i>(City and State)</i> North Florida Professional Services, Inc., PO Box 3823, Lake City, FL 32056			
16. EDUCATION <i>(Degree and Specialization)</i> BS Civil Engineering, University of North Florida		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> PE License No. 79346 FL	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Temporary Traffic Control Advanced Certification in FL			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Arlington, Beaver, Pearl, and 21st St Lane Repurposing (Jacksonville, FL)	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> on-going
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Engineer of Record for lane repurposing design on approximately two miles of city streets to better accommodate cyclists and pedestrians including resurfacing, restriping, signage, sidewalk additions and modifications, and temporary traffic control. ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Merchants Way Turn Lane (Jacksonville, FL)	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> on-going
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Engineer of Record for widening an existing roadway to add a dedicated right turn lane including modifying an existing drainage system, resurfacing, restriping, signage, sidewalk additions and modifications, and temporary traffic control. ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Post, College, and King Safety Improvements (Jacksonville, FL)	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> Pending
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design lead for multiple safety improvement alternatives for a cluster of intersections with heavy pedestrian use and on-street parking, requiring a parking utilization study, pedestrian counts outside of typical peak hours, and a speed study. One-way roadways, deflections/chicanes, crosswalk bulbouts, and mid-block crossings were recommended. ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
SR 527 Lane Repurposing (Orlando, FL)	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> Pending
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Quality control reviewer for lane repurposing and safety improvement plans including restriping, pedestrian/sidewalk upgrades, signal enhancements, and additional lighting. ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
CR 210 Widening (St. Augustine, FL)	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> on-going
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Engineer of Record for widening/reconstructing two miles of two-lane roadway to four lanes including bicycle lanes, sidewalks, new signals, new lighting, signage, overhead utility relocation, underground utility relocation, new underground utility design, minor structures, and temporary traffic control as a Progressive Design-Build project. ☐ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Darin Kilfoyl, EI	Utilities Project Manager	a. TOTAL 2	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION <i>(City and State)</i> North Florida Professional Services, Inc., PO Box 2823, Lake City, FL 32025			
16. EDUCATION <i>(Degree and Specialization)</i> BS Civil Engineering, University of North Florida Associate in Arts, St. Johns River State College		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FBPE Engineer Intern Certified EI #1100025928	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> BELL ROAD COMMERCIAL SITE (COLUMBIA COUNTY, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Kilfoyl served as the primary designer on this privately funded project, which consisted of the development of construction plans for a stormwater management system, driveway access, sanitary lift station and site development. He also led in the Design and Permitting of the stormwater system and prepared permit documents.		
(1) TITLE AND LOCATION <i>(City and State)</i> CATALYST WATERMAIN EXTENSION PHASE 1 (SUWANNEE COUNTY, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Kilfoyl served as the primary designer on this county-funded project, which consists of the extension of the water main line from the Catalyst Water Treatment plant. This project will allow for future commercial and industrial development in the area of US 90 and Interstate 10 interchange.		
(1) TITLE AND LOCATION <i>(City and State)</i> FDACS ANIMAL DIAGNOSTIC LAB LIVE OAK (SUWANNEE COUNTY, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> on-going
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Kilfoyl served as the primary designer on this FDACS-funded project, which consists of the construction of a new stormwater detention pond and new parking areas to alleviate flooding issues on the Animal Diagnostic Lab site in Live Oak, FL. Services provided for this project were design, permitting, and construction document preparation.		
(1) TITLE AND LOCATION <i>(City and State)</i> PROJECT WAVE LIVE OAK (SUWANNEE COUNTY, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> OTB
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Kilfoyl served as the primary designer on this privately funded project, which consisted of the development of construction plans for a storm water management system, driveway access roads, and site development of a manufacturing facility. Mr. Kilfoyl led efforts in obtaining two different SRWMD Environmental Resource Permits.		
(1) TITLE AND LOCATION <i>(City and State)</i> CLEARSKY LAKE CITY (COLUMBIA COUNTY, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> on-going
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Kilfoyl served as a primary designer on this privately funded project, which consisted of the construction plans for a storm water management system, driveway access, and site development of a medical rehabilitation facility. Mr Kilfoyl led the efforts for obtaining the SRWMD Environmental Resource Permits.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Brandon M. Stubbs	Senior Land Use Planner	a. TOTAL 20	b. WITH CURRENT FIRM 1+
15. FIRM NAME AND LOCATION <i>(City and State)</i> North Florida Professional Services, Inc., PO Box 3823, Lake City FL 32056			
16. EDUCATION <i>(Degree and Specialization)</i> BA in Business Administration Management, Saint Leo University		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Certified Stormwater Inspector - SRWMD			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> Reserve at Haw Creek PUD, City of Bunnell, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Planning	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Senior Land Use Planner - The Reserve at Haw Creek is a +/- 2,908-acre Planned Unit Development with an estimated 6,000-8,000 dwellings. Mr. Stubbs serves as the third-party private reviewer and consultant for the City of Bunnell.			
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Land Development Code Amendments, Gilchrist County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Planning	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Senior Land Use Planner - Mr. Stubbs is working as a consultant for Gilchrist County to review and amend over 30 sections of the Gilchrist County Land Development Code.			
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Diamond Subdivision, White Springs, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Planning	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Senior Land Use Planner - Mr. Stubbs serves as the lead and project manager for Diamond Subdivision. Diamond Subdivision consist of five lots consisting of +/-1.01 acres each.			
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Clearsky Rehabilitation Center, Lake City, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Planning	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Senior Land Use Planner - The Clearsky Rehabilitation Center is a +/-43.575 square foot rehabilitation center that provides rehabilitation for individuals who need intensive physical therapy once leaving the hospital. Mr. Stubbs was the lead in obtaining land entitlements (land use and zoning), site design, wetland mitigation, utilities, and stormwater.			
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Senior Land Use Planner, Gilchrist County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Planning	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☒ Check if project performed with current firm	
Mr. Stubbs serves as the Senior Land Use Planner for Gilchrist County, Florida, via a Continuing Services Planning Contract. Mr. Stubbs is responsible for all planning related functions of the County; including: zoning compliance reviews, daily zoning calls, development application reviews, attending Board meetings, and more.			

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Mark Akin, PE, CxA, RCDD, LEED AP BD+C	13. ROLE IN THIS CONTRACT Lead Electrical Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 2.8
15. FIRM NAME AND LOCATION (City and State)	Akin Brooks Engineering, Inc., Newberry, FL		
16. EDUCATION (DEGREE AND SPECIALIZATION) BSEE	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) FL PE 59242		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, wards, etc.) RCDD, LEED AP BD+C, OSHA 10-Hour			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Woods Container Park Lake City, FL	2024	2024 (est)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) The Woods Container Park is a 5-acre entertainment park featuring: • Parking lot • Food service areas (restaurant & bar) • Gaming areas • Area for bands and other outdoor entertainment functions • Lighting and power distributed throughout facility for power to food trucks, other portable and fixed equipment and structures Akin Brooks provided all site electrical design including: • Electrical service • Exterior power distribution • Exterior Lighting Size: 5 acres AND SPECIFIC ROLE Responsible for original project development and budgeting. Electrical engineer of record.		
b.	University of Florida Underground Electrical Distribution Projects Gainesville, FL	2019	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This was an overall project broken up into a series of smaller projects that replaced aging underground electrical infrastructure throughout campus. Included in the replacement were miles of ductbank and cabling as well as distribution and sectionalization switches and pad-mount transformers. Size: NA Cost: \$5,000,000 AND SPECIFIC ROLE Responsible for original project development and budgeting. Electrical engineer of record.		

☒ Check if project performed with current firm☐ Check if project performed with current firm

c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	University of Florida Campus Lighting Security Gainesville, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) 2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This project evaluated existing exterior lighting throughout the campus in a effort to increase security for students and staff. Included in the scope were measuring the existing light levels and select locations throughout campus, using computer software to design new lighting that meets IESNA recommendations for a campus environment. Results were presented including cost estimates. The project was broken down into priority areas and built in a phased approach as funding was available. Size: NA Cost: \$1,800,000 AND SPECIFIC ROLE Responsible for original project development and budgeting. Electrical engineer of record.		
☐ Check if project performed with current firm			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FDACS Animal Diagnostic Laboratory Sitework Improvements Live Oak, FL	PROFESSIONAL SERVICES 2023	CONSTRUCTION (if applicable) 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This Florida Department of Agriculture & Consumer Services (FDACS) project provides improvements to the existing site. Storm water and flooding was a significant issue. This project provides new grading as well as a new standby power generator. Akin Brooks scope included analyzing the existing standby power system to determine the best path forward with replacing the system with a long-term permanent generator. Cost: \$750,000 AND SPECIFIC ROLE Responsible for original project development and budgeting. Electrical engineer of record.		
☐ Check if project performed with current firm			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	University of South Florida – IDRB Suite 302/304 Renovation	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This project renovated approximately 3,600 SF of existing office and lecture hall space. Much of the surrounding spaces were occupied during the renovation so a plan to isolate and separate the construction areas and occupied areas was included in the design. The existing lecture hall was expanded, and revisions were incorporated into the design to address long standing temperature complaints due to East facing store front windows. The as-builts were largely inaccurate so extensive field surveys were conducted, and AB provided additional onsite assistance to ensure project decisions could be made. The project included numerous VAV box rezoning and some VAV box replacements. Size: 3,600 SF Cost: \$350,000 AND SPECIFIC ROLE Served as lead electrical engineer of record		
☒ Check if project performed with current firm			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME David Brooks, PE, CxA	13. ROLE IN THIS CONTRACT Lead Mechanical Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 2.8
15. FIRM NAME AND LOCATION (City and State) Akin Brooks Engineering, Inc., Newberry, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) BSEE (HVAC and Controls)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) FL PE 56766		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, wards, etc.) CxA – Certified Commissioning Authority			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) USFRF – IDRB Boiler 1 and Boiler 2 Replacement Tampa, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) The project began with an assessment and analysis of two replacement options: Option 1. Replacement of existing system with a new modular type AERCO condensing boiler system. Option 2: An in-kind replacement of existing oversized non-condensing fire tube Cleaver Brooks FLX boilers. The client elected to pursue option 1. AB then proceeded to design the phase 1 part of the project, replacing the large 9.0 MMBTUH boiler with a new condensing 3.0 MMBTUH boiler. AB then designed the phase 2 part of the project, which included a new 6.0 MMBTU condensing boiler. Project included updated control and updated sequences. Then electrical design included new code compliant emergency shut off system and updated power requirements for new condensing boilers. Size of building: 125,000 SF; Cost: \$500,000 AND SPECIFIC ROLE Responsible for project management and overall mechanical engineering and project development. Mechanical/Controls engineer of record.		
b.	(1) TITLE AND LOCATION (City and State) University of South Florida RF Iovance Lab Renovation Tampa, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This project included the demolition and conversion of an existing office space to a new Bio Safety Level 2 laboratory space. The existing system office air handling systems were removed and replaced with a new 100% outside air handling unit and new redundant high plume exhaust fans. This project included expansion of the existing chilled water system to support the added laboratory load. The project also included new laboratory casework set up in an open lab format and included ceiling mounted utility panels (power, vac, and compressed air services). Project was executed in 2-phases. Size: 6,000 SF; Cost: \$1,500,000 AND SPECIFIC ROLE Principal in Charge and Project Manager; Responsible for original project development and budgeting. Mechanical/Controls engineer of record.		
c.	(1) TITLE AND LOCATION (City and State) FDOH Tampa Lab Energy Upgrade	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)

☒ Check if project performed with current firm☒ Check if project performed with current firm

	Tampa, FL	2018	2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This FDOH laboratory facility is the largest BSL2 facility in the FDOH system, located at 3602 Spectrum Blvd, Tampa, FL 33612. The project began with a Retro-Cx scope that included the following systems: Central building automation system (BAS) including select operational sequences, Heating, ventilating and air conditioning (HVAC) systems, Central energy plant chilled water and heating hot water systems, General laboratory room control (BSL2 and BSL3) and overall lab pressurization, Lighting and lighting controls, and the development of energy saving opportunities as it relates to possible upgrades. The project culminated into a major HVAC upgrade to implement the recommended enhancements and included design services and commissioning services. Size: 42,000 SF; Cost: \$1,800,000 AND SPECIFIC ROLE Principal in Charge and Project Manager; Responsible for original project development and budgeting. Mechanical/Controls engineer of record.		
	☐ Check if project performed with current firm		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	FDOH Andrade HVAC Controls Upgrade Jacksonville, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) Feb 2024 (Est)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This project includes a total upgrade of all HVAC control systems related to this 20,000 SF laboratory facility (BSL2 and BSL3). All AHU systems and exhaust system controls were upgraded to the latest open system control system (BACnet) and designed to integrate to the existing campus Tridium enterprise building management system. Project included new controllers, updated BSL 3 sequences, new instrumentation and upgraded control valves (Belimo Energy Valves). Akin Brooks Engineering will execute a full commissioning effort upon completion of the installation. Project expected to be complete and commissioned February 2024. Size: 20,000 SF; Cost: \$285,000 AND SPECIFIC ROLE Responsible for original project development and budgeting. HVAC & Controls engineer of record and Commissioning Authority.		
	☒ Check if project performed with current firm		
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	University of South Florida – IDR Suite 302/304 Renovation	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) This project renovated approximately 3,600 SF of existing office and lecture hall space. Much of the surrounding spaces were occupied during the renovation so a plan to isolate and separate the construction areas and occupied areas was included in the design. The existing lecture hall was expanded, and revisions were incorporated into the design to address long standing temperature complaints due to East facing store front windows. The as-builts were largely inaccurate so extensive field surveys were conducted and AB provided additional onsite assistance to ensure project decisions could be made. The project included numerous VAV box rezoning and some VAV box replacement. Size: 3,600 SF; Cost: \$350,000 AND SPECIFIC ROLE Principal in Charge and Project Manager served as mechanical and controls engineer of record		
e.	☒ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Craig Handley, Jr. RLA	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE a. TOTAL b. WITH CURRENT FIRM 10 2	
15. FIRM NAME AND LOCATION <i>(City and State)</i> The Haskell Company, Jacksonville, FL 32202			
16. EDUCATION <i>(Degree and Specialization)</i> BS, Landscape Architecture, University of Florida, 2014		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Landscape Architect in Florida - #LA6667360 Also registered in AZ, CT, GA, KS, NC, SC, TX and VA	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> N/A			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Episcopal School of Jacksonville STEM Building, Jacksonville, FL.	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design-build. 37,000 SF. New STEM facility on the existing school campus. ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> Jacksonville Historical Society Downtown Study, Jacksonville, FL.	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design Services. Phased Programming efforts for Historic Downtown Jacksonville narrative markers for buildings and event locations. Phase 1 was for the identification and markers for 50 buildings. ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> City of Jacksonville LaSalle Street Drainage Improvements, Jacksonville, FL.	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design-build. Design, permitting and construction of a storm water pump station and storm water collection system for a neighborhood road in the City of Jacksonville. ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> City of Riviera Beach Blue Heron Water Treatment Plant, Riviera Beach, FL.	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design-build. Haskell was selected to utilize new and innovative technology for a new 12 mgd water treatment facility that can be expandable to 16 mgd and infrastructure including utility administrative offices, utility maintenance shop, raw water production wells, raw water transmission improvements, potable water distribution improvements and public works facility. ☒ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i> FDOT District Two, East I-295 Beltway Landscape Design, Jacksonville, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape Architect responsible for aiding in the development of illustrative landscape conceptual design. Landscape improvements include mainline segments, interchanges, and drainage. ☒ Check if project performed with current firm		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1		
21. TITLE AND LOCATION <i>(City and State)</i> Dowling Park Library	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2015</td> <td>CONSTRUCTION <i>(If applicable)</i> 2016</td> </tr> </table>		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i> 2016
PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i> 2016			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Suwannee County BOCC	b. POINT OF CONTACT NAME Greg Scott, County Administrator	c. POINT OF CONTACT TELEPHONE NUMBER 386-364-3450
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project included the preparation of plans to construct a new Dowling Park Library Branch of the Suwannee River Regional Library System that included an approximately 5,000 SF building, as well as an additional 1,500 SF Archive Room. The library now provides a spacious stack area for volumes of books, conference rooms, reading rooms for the patrons, as well as offices and a work room. NFPS provided the architectural drawings, building plans that included electrical, plumbing, and HVAC plans, structural engineering, site plan engineering design, permitting, bidding and construction engineering inspection services necessary to complete the project. NFPS also provided the schematic design documents through construction documents for permitting, bidding, and construction of the Dowling Park Library Project.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME North Florida Professional Services, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

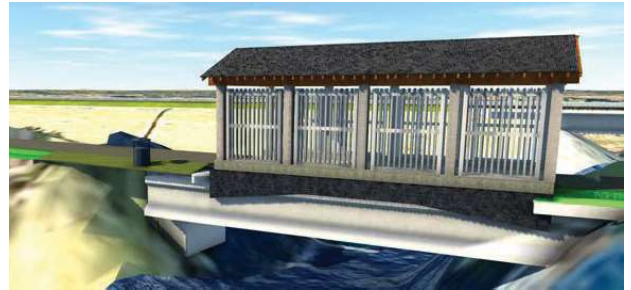
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Greenway Trail Suwannee River SR-27, Suwannee County, Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES 2007 & 2017 CONSTRUCTION <i>(If applicable)</i>	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Suwannee County BOCC	b. POINT OF CONTACT NAME Greg Scott, County Administrator	c. POINT OF CONTACT TELEPHONE NUMBER 386-364-3450
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Greenway Trail is an essential link between Branford, the Suwannee River, and Ichneetucknee Springs State Park. The projects were spread over several years, but typically involved difficult-to-reach areas with particular attention to minimizing contractors impact. New replacement bridges typically involved utilizing as much pre-cast due to the logistics of access to the site and the desired longevity of the final product. Some projects involved resurfacing existing bridges that still had acceptable life in the existing structure. Most projects included an inspection and an preliminary engineering evaluation prior to the development of the proposed solution for the location. NFPS (2017) developed a design to enhance this corridor by rebuilding and realigning this scenic trail from CR 248 North of Branford to the Columbia County line, just across the Ichneetucknee River. Included in the design, and to improve the accessibility of the trail, is low level decorative lighting at the trailhead in the town of Branford. As part of this connection, NFPS created a 3-D model that was used to illustrate the architectural improvements planned, which were to resurface the arch bridge with concrete, construct a canopy and special-coated aluminum fencing that will provide a distinctive feel to this crossing. The Greenway Trail project had unique challenges. Within this project the NFPS team had to work through budget concerns, requesting additional funds for extending the project limits, scheduling, utility coordination, right-of-way easement coordination and water management permitting. The most challenging part of this project was getting the approval from the FDEP to move forward with the project construction on State Sovereign Submerged Lands (SSSL). This was accomplished using a Letter of Consent that is allowed by the Florida Administrative Code (FAC) 18-21.005 (1)c 15. NFPS provided the narrative and the supporting documentation to get the approval to move forward with the construction of the project. NFPS partnered with the Suwannee County staff: Greg Scott, Mandy Frederickson, Holland Freeman and Jason Furry. The status of the Greenway Trail project design is completed and is advertised for awarding to construction. Project Description: Rebuild and realign the Greenway Trail from CR 248 (North of Branford) to the Columbia County line, including the Ichneetucknee River Crossing. Scope of Services: engineering for trail reconstruction, structural engineering for bridge modification, permitting, utility coordination, lighting engineering for Branford Park lights, estimating, bid development and support.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME North Florida Professional Services, Inc. (NFPS)	(2) FIRM LOCATION <i>(City and State)</i> Lake City, Florida	(3) ROLE Engineer of Record; Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3		
21. TITLE AND LOCATION <i>(City and State)</i> CR 232 Widening and Resurfacing US-129 to SR47	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION <i>(If applicable)</i> 2023</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2023
PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2023			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Gilchrist County BOCC	b. POINT OF CONTACT NAME Bobby Crosby, County Administrator	c. POINT OF CONTACT TELEPHONE NUMBER 352-463-3198
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Gilchrist County intended to resurface CR 232 from US 129 to SR 47. This project was funded through the FDOT Small County Road Assistance Program (SCRAP) grant in the amount of \$3,500,000 and was known as FDOT FPID No. 441333-1-54-01. NFPS performed the engineering for the the project located in Trenton, Florida. Tasks included surveying, geotechnical and roadway analysis, providing design, plans preparation, utility coordination, permitting coordination, signing and pavement analysis, bidding assistance, and project management. The project included cross drains, mitered ends sections, adding 2-foot paved shoulders and correcting super-elevated horizontal curves. Permits were required from Suwannee River Water Management District and FDEP section 404 of the federal Clean Water Act.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME North Florida Professional Services, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4		
21. TITLE AND LOCATION <i>(City and State)</i> 80th Terrace and 139th Drive Paving	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION <i>(If applicable)</i> 2024</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2024
PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2024			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Suwannee County BOCC	b. POINT OF CONTACT NAME Greg Scott, County Administrator	c. POINT OF CONTACT TELEPHONE NUMBER 386-364-3450
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This dirt-to-paved-road project is an important project within the community that connects to the Live Oak Airport and the surrounding neighborhoods. This SCOP-funded, 1.3-mile project is located on West side of Live Oak. The role of NFPS for this project was to develop the design and work through the permitting necessary to finalize the design of the project. The project included several challenges including drainage concerns, horizontal and vertical alignment layout establishment, right-of-way access, and utility coordination. During the design of this project, staff met with members of the SRWMD to ensure that their requests and concerns were included in the plans to be able to receive the permit. The drainage concern that was near the intersection of 139th Drive and 80th Place was addressed by Commissioner Hale and County Administrator Greg Scott. Partnering with Suwannee County, staff developed an unconventional solution to ensure that the drainage concerns within this area were not increased or magnified by the paving of 80th Place. The Partnership on this project with the Suwannee County Team was a key to the success of this project moving forward. This \$1.7 million dollar project is currently being advertised for construction with the bids planned to be opened on August 18, 2023. Project Description: Construct a dirt-to-paved road from the Live Oak Airport to 76th Street. Scope of Services: Engineering for roadway horizontal and vertical alignment, drainage, right-of-way mapping, permitting (SRWMD), estimating, utility coordination, plans production, bid development and support.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME North Florida Professional Services, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

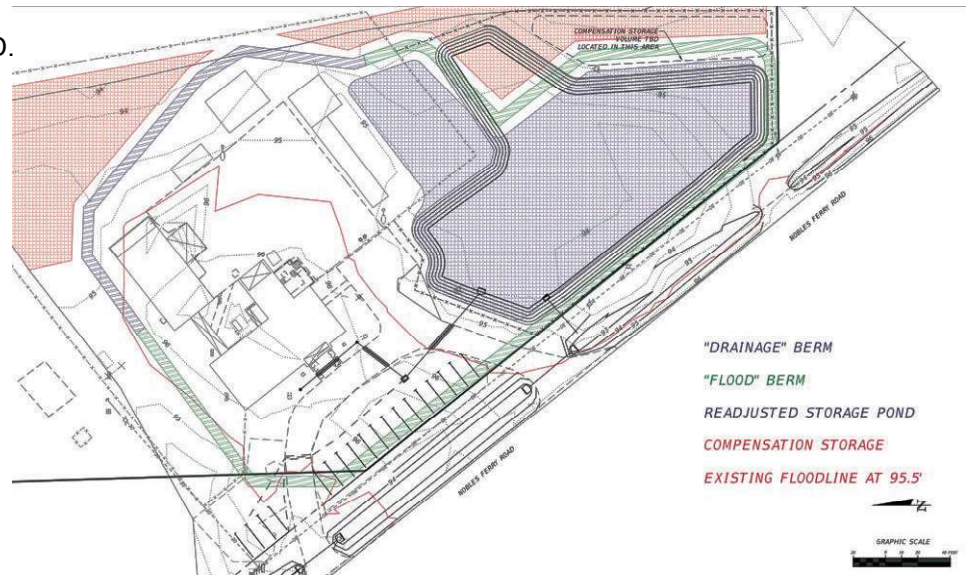
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> Animal Diagnostic Laboratory	22. YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION <i>(If applicable)</i> on-going	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Florida Department of Agriculture and C	b. POINT OF CONTACT NAME Drew Harrell, FCCM	c. POINT OF CONTACT TELEPHONE NUMBER 850-245-1018
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

NFPS surveyed the existing conditions to facilitate development of design plans, drawings and specifications that will be utilized. We designed a Site Detention Pond, which is required to mitigate site flooding and storm water runoff to safeguard the existing onsite Animal Diagnostic Laboratory facility. We addressed Pavement Surface Repairs; the existing pavement of driveway and parking surfaces at the facility have exceeded useful life expectancy. Pavement deficiencies such as cracking, spalling and irregular surface elevations are addressed through implementation of a new pavement system resurfacing plan. NFPS designed an Emergency Generator Replacement. The existing standby generator will be replaced to adequately support the existing 5,400 square foot laboratory facility in the event of power loss. Once the design documents are completed, NFPS will provide bid support and construction administration services through completion and FDACS's acceptance of each project. Permitting was obtained from SRWMD.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME North Florida Professional Services, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME Akin Brooks Engineering	(2) FIRM LOCATION <i>(City and State)</i> Newberry, Florida	(3) ROLE Electrical Engineering
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

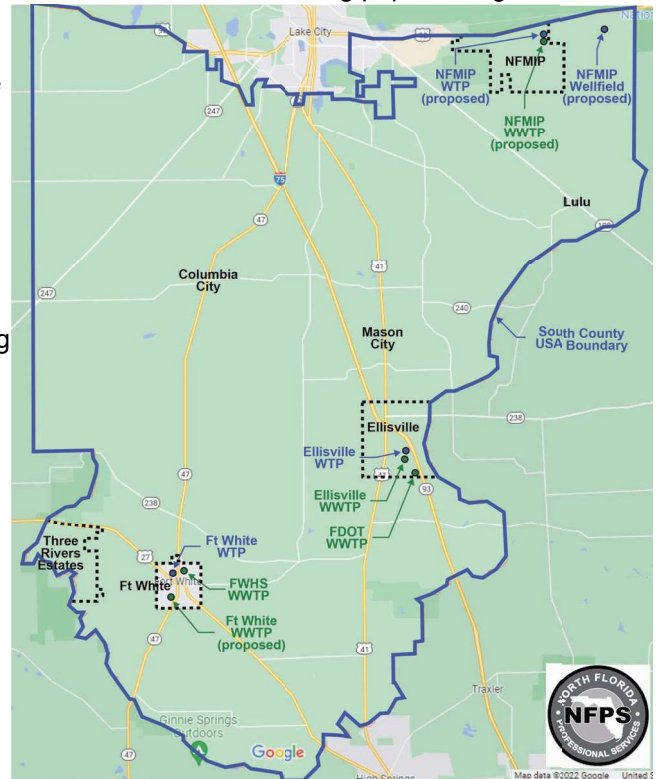
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> South Columbia County Utility Masterplan	22. YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION <i>(If applicable)</i> 2024	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Columbia County BOCC	b. POINT OF CONTACT NAME David Kraus, County Manager	c. POINT OF CONTACT TELEPHONE NUMBER 386-758-1005
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

NFPS developed the Potable Water and Wastewater Utility Master Plans for the expansive south region in Columbia County addressing short-range, mid-range and long-range 20-year infrastructure needs considering population growth, commercial development, reliability, and system connectivity. Tasks for this project covered the entire south portion of the County (south of US90, including the Town of Fort White), a total of over 360 square miles. It covered both water and wastewater utilities, and unified the three separate systems already in development: Fort White, Ellisville, and NFMIP systems. It also included the various development areas dispersed around the County, including Mason City, Columbia City, Three Rivers Estates and Lulu, among others. The master plan involved population projections with land use and zoning considerations (for 5-, 10- and 20-year intervals), development of GIS-based system models of existing systems, calibration and hydraulic modeling with calibrations and development alternatives, and reporting of recommendations and planning-level costs, and included two deliverables being separate written Master Plan reports for the water and wastewater systems. The master plan essentially provides a County-wide planning guide for systematic growth and development of these vital utility systems, avoiding costly problems that will result from a piece-meal or haphazard construction approach based on short-term needs. Considering the long-term cost commitments for these central utility systems over such a large area, this planning step is a reasonable yet critical investment in the future of the County's utility service to its residents.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME North Florida Professional Services, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> City of Trenton Continuing Services Contract	22. YEAR COMPLETED PROFESSIONAL SERVICES 2024 CONSTRUCTION <i>(If applicable)</i> on-going	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Trenton	b. POINT OF CONTACT NAME Lyle Wilkerson, City Manager	c. POINT OF CONTACT TELEPHONE NUMBER 352-463-4000
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The City of Trenton retained NFPS on an "as needed" project-by-project basis for professional engineering services, which may include planning, surveying, engineering design, and construction-related services. The City of Trenton holds a continuing services contract with NFPS. This contract allows NFPS to provide the City of Trenton with a Task Work Order (TWO) for projects that the City needs without going through the RFP process if the construction cost and/or engineering fees are under a certain dollar amount. To date, NFPS is working the following TWOs:

- **City of Trenton Golf Cart Crossing Study** – propose improvements within the community by providing golf cart crossings at two separate locations: SR 26 and US 129; these crossings are required by FDOT. NFPS will provide an engineering study that includes all safety considerations with respect to intersection sight distances, proximity to intersection and driveway conflict areas, number and configuration of approach lanes and roadway speeds and volume thresholds. The study will also take into consideration signing, marking, and signal treatments. It will include a schematic layout with an aerial showing existing traffic control devices.
- **City of Trenton Safe Streets for All (SS4A)** – assist with creating a Comprehensive Safety Action Plan that meets the requirements of the SS4A grant. Tasks include project administration; setting up Vision Zero goals; creating a task force with community members and the City's staff charged with the plan's development, implementation, and monitoring; developing an equity framework; involving the community via different community engagement platforms; doing a crash analysis; developing policies, guidelines and standards; identifying projects and strategies; providing evaluation and reporting technical memo; and present the final Action Plan.
- **City of Trenton Vulnerability Study & Assessment** – develop a Comprehensive Vulnerability Assessment outlined by the Florida Department of Environmental Protection. The scope of services for this project includes identifying data standards, acquiring background data, performing an exposure and sensitivity analysis, creating a report, and presenting findings to the public.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

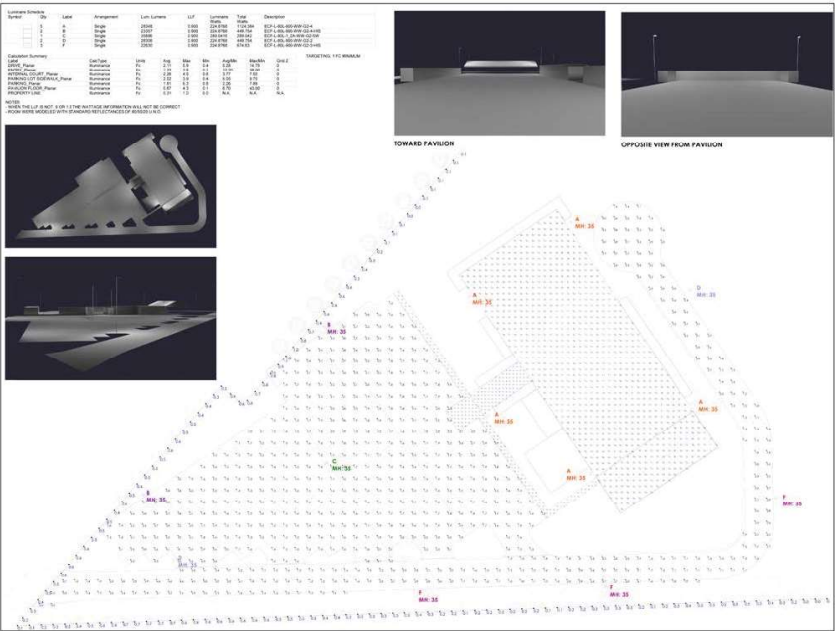
a.	(1) FIRM NAME North Florida Professional Services, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9		
21. TITLE AND LOCATION <i>(City and State)</i> Container Park SR 247 (aka The Woods at 247), Lake City Florida	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION <i>(If applicable)</i> on-going</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> on-going
PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> on-going			

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Sparks Construction	b. POINT OF CONTACT NAME Josh Sparks	c. POINT OF CONTACT TELEPHONE NUMBER 386-755-9314

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Woods Container Park is a 5-acre entertainment park featuring: a parking lot, food service areas (restaurant & bar), gaming areas, an area for bands and other outdoor entertainment functions; and lighting and power distributed throughout facility for power to food trucks, other portable and fixed equipment and structures. The client contracted with **NFPS** to provide the following services: study and report phase, and design phases that included surveying, utility mapping, drawings and specifications, and miscellaneous additional services resulting from findings. **Akin Brooks** provided all site electrical design including: electrical service, exterior power distribution, exterior lighting, and site exterior photometric analysis (see image below).



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME North Florida Professional Services, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lake City Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME Akin Brooks Engineering	(2) FIRM LOCATION <i>(City and State)</i> Newberry Florida	(3) ROLE Electrical/Lighting Engineer
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10		
21. TITLE AND LOCATION <i>(City and State)</i> COJ LaSalle St Pump Station	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES 2025</td> <td style="width: 50%; text-align: center;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES 2025	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES 2025	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER City of Jacksonville	b. POINT OF CONTACT NAME Jonathan Page, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 904.255.8786		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> Design-build. \$34 million. Design, permitting and construction of a storm water pump station and storm water collection system for a neighborhood road in the City of Jacksonville.				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME The Haskell Company	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE Landscape Architect
b.		
c.		
d.		
e.		
f.		

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Gregory G. Bailey, PE	President	X									
Ryan Asmus, PE	Transportation Director			X							
Robin G. Smith, PE	Site Development Director	X									
Brian Roche, PE	Utilities Director						X				
Clint Capps, PE	Transportation Project Manager										
Darin Kilfoyl, EI	Utilities Project Manager					X		X			
Brandon Stubbs	Land Use Planner						X	X	X	X	
Mark Akin, PE, RC DD, LEED AP BD+C	Principal Electrical Engineer									X	
David Brooks, PE, CxA	Principal Mechanical Engineer									X	
Craig Handley, Jr., RLA	Landscape Architect										X

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Dowling Park Library	6	South Columbia County Utility Masterplan
2	Greenway Trail Suwannee River SR-27	7	Clearsky Site, Lake City
3	CR 232 Widening and Resurfacing US-129 to SR	8	City of Trenton Continuing Services Contract
4	80th Terrace and 139th Drive Paving	9	The Woods Container Park
5	Animal Diagnostic Laboratory	10	COJ LaSalle St Pump Station

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

None

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

Gregory G Bailey, President

[illegible]

ARCHITECT ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(If any)</i> REDM2324-12		
PART II - GENERAL QUALIFICATIONS <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>						
2a. FIRM (OR BRANCH OFFICE) NAME Akin Brooks Engineering, Inc.				3. YEAR ESTABLISHED 2021	4. DUNS NUMBER 118260334	
2b. STREET 14260 W Newberry Rd #115				5. OWNERSHIP		
2c. CITY Newberry				a. TYPE S Corporation		
2d. STATE FL		2e. ZIP CODE 32669		b. SMALL BUSINESS STATUS N/A		
6a. POINT OF CONTACT NAME AND TITLE David Brooks, Principal				7. NAME OF FIRM <i>(If block 2a is a branch office)</i> N/A		
6b. TELEPHONE NUMBER 352-281-7104		6c. E-MAIL ADDRESS dbrooks@akinbrooks.com				
8a. FORMER FIRM NAME(S) <i>(If any)</i> N/A				8b. YR. ESTABLISHED N/A	8c. DUNS NUMBER N/A	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
42	Mechanical Engineer	5		E03	Electrical Studies & Design	2
21	Electrical Engineer	1		E02	Educational Facilities: Classrooms	1
08	CADD Technician	1		F03	Fire Protection	1
				H04	HVAC	3
				H09	Hospital & Medical Facilities	4
				L01	Laboratories; Medical Research	3
				P07	Plumbing & Piping Design	2
				R08	Research Facilities	3
				A11	Auditoriums and Theaters	1
				A12	Automation; Controls; Instrumentation	2
				C08	Codes; Standards; Ordinances	1
				F02	Field Houses; Gyms; Stadiums	1
				G01	Garages; Vehicles Maintenance Facilities; Parking Decks	1
				F05	Forensic Engineering	1
				H08	Historical Preservation	1
				L04	Libraries; Museums; Galleries	1
				H11	Housing (Residential, Multi-Family; Apartments; Condominiums)	1
				L05	Lighting (Interior; Display; Theater, Etc.)	2
				L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	1
				O01	Office Buildings; Industrial Parks	3
				S02	Security Systems; Intruder and Smoke Detection	1
				S08	Special Environments; Clean Rooms, Etc.	2
				P13	Public Safety Facilities	1
				R04	Recreation Facilities (Parks, Marinas, Etc.)	1

			..	R06	Rehabilitation (Buildings; Structures;)	1
				V01	Value Analysis; Life-Cycle Costing	1
Total		6				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000. 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million	6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater
b. Non-Federal Work	5		
c. Total Work	5		

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE March 18, 2024
c. NAME AND TITLE David L. Brooks - Principal	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

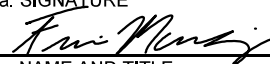
2a. FIRM (or Branch Office) NAME The Haskell Company			3. YEAR ESTABLISHED 1965		4. UNIQUE ENTITY IDENTIFIER 10-695-6824	
2b. STREET 111 Riverside Ave			5. OWNERSHIP			
2c. CITY Jacksonville			2d. STATE FL		2e. ZIP CODE 32202	
6a. POINT OF CONTACT NAME AND TITLE Robert Jackson - Director - Engineering			a. TYPE Corporation			
6b. TELEPHONE NUMBER			6c. EMAIL ADDRESS robert.jackson@haskell.com			
8a. FORMER FIRM NAME(S) (If any) N/A			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER N/A	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Adminstration	640		A06	Airports; Terminals and Hangars; Fr	10
06	Architect	81		A11	Auditoriums	10
08	CADD Technician	4		B01	Barracksm Dormitories	10
12	Civil Engineer	51		C10	Commercial Building (low rise); Sho	10
14	Computer Programmer	10		C15	Construction Management	10
15	Construction Inspector	21		E02	Educational Facilities; Classrooms	10
16	Construction Manager	29		F02	Field Houses; Gyms; Stadiums	10
18	Cost Engineer/Estimator	30		G01	Garages; Vehicle Maintenance, Parki	10
21	Electrical Engineer	20		H01	Harbors, Jetties, Piers, Ship Termin	10
37	Interior Design	10		H09	Hospital & Medical Facilities	10
39	Landscape Architecture	3		I01	Industrial Buildings, Manufacturing I	10
42	Mechanical Enginner	34		J01	Judicial and Courtroom Facilities	10
47	Planner - Urban/Regional	3		L04	Libraries, Museums, Galleries	8
48	Project Manager	195		O01	Office Buildings, Industrial Parks	10
50	Risk Assessor	12		R04	Recreation Facilities	10
51	Safety Occupational Health	23				
53	Scheduler	8				
57	Structural Engineer	42				
	Superintendents	98				
	Other Design Employees	435				
	Other Employees	625				
Total		2,374				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	10	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 		b. DATE 05 Jun 2024
c. NAME AND TITLE Francis Mangin, Operations President - Design & Consulting		

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

7CII

Sugarloaf Community Development District

Request for Qualifications for Engineering Services

Prepared For
District Manager's Office
Lake County, Florida

Date
June 7, 2024



2602 E. Livingston St. | Orlando, Florida 32803 | Tel: 407-487-2594 |
www.poulosandbennett.com FBPE Certificate of Authorization No. 28567

June 7, 2024

District Manager Office
Sugarloaf Community Development District
Lake County, Florida

RE: Request for Qualifications for Engineering Services
Sugarloaf Community Development District

Thank you for the opportunity to present our qualifications to provide engineering services for the Sugarloaf Community Development District (Sugarloaf CDD). Poulos & Bennett will bring incomparable attention to detail regarding the CDD's water distribution system, sanitary sewer facilities, reuse water system, stormwater system, electrical service systems, conservation mitigation, on-site public roadway improvements, and other public improvements with a highly dedicated team of experienced professionals who will meet all your civil engineering, and related needs. In addition, we pride ourselves on the quality and extent of our client customer service and are committed to continuing that reputation in support of the Sugarloaf CDD.

To best serve the Sugarloaf CDD for engineering services, Poulos & Bennett has teamed up with Bio-Tech Consulting, Inc. (environmental consultant), Andreyev Engineering Sciences (geotechnical consultant), TMC Transportation Consulting (traffic consultant), and Wohlfarth Consulting Group, LLC (surveying). Poulos & Bennett has successfully worked with each of these firms, and we are confident they will provide a highly experienced and efficient team for the services required by the Sugarloaf CDD. Poulos & Bennett and the assembled team members are all headquartered in the Central Florida area and can provide quick and efficient service to the Sugarloaf CDD.

The Poulos & Bennett team is the best fit for carrying out this project expeditiously and efficiently based on our significant experience with Community Development Districts. Poulos & Bennett is the design engineering and surveying firm for the CDD. Our Orlando office location, our thorough understanding of St Johns River Water Management District (SJRWMD) criteria and permitting, as well as our long-standing relationships with SJRWMD and the City of Minneola and the Lake County staff to provide a uniquely positioned team of professionals to facilitate the requirements of the Sugarloaf CDD. Our team has extensive experience and strong relationships with the City of Minneola and the Lake County staff, and we are proud of our reputation as being consummate professionals in our interactions, skilled civil engineers, surveyors and planners in our practice, and committed advocates for our clients

We appreciate the opportunity to provide our qualifications to the Sugarloaf CDD for engineering services and are excited about the possibility of providing high-quality and cost-effective engineering services to meet your needs. Our engineering experience, coupled with the talent and experience of the overall team, will meet and exceed the needs of the Sugarloaf CDD. Please do not hesitate to contact us should you need any additional information.

Sincerely,



Lance Bennett
Principal-In-Charge

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

ENGINEERING SERVICES SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

2. PUBLIC NOTICE DATE

N/A

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

R. Lance Bennett, PE – Principal-In-Charge

5. NAME OF FIRM

Poulos & Bennett, LLC

6. TELEPHONE NUMBER

407.487.2594

7. FAX NUMBER

407.289.5280

8. E-MAIL ADDRESS

lbennett@poulosandbennett.com

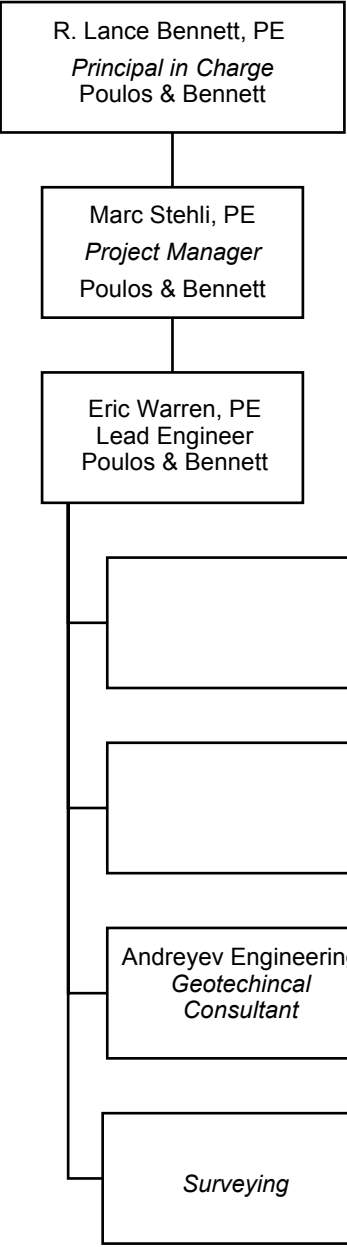
C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER SUBCON- TRACTOR			
a.	☒	☐	☐	Poulos & Bennett, LLC ☐ CHECK IF BRANCH OFFICE	2602 E. Livingston St. Orlando, FL 32803	Civil Engineer
b.	☐	☐	☒	Bio-Tech Consulting Inc. ☐ CHECK IF BRANCH OFFICE	3025 E South St. Orlando, FL 32803	Environmental Consultant
c.	☐	☐	☒	Andreyev Engineering ☐ CHECK IF BRANCH OFFICE	1170 W Minneola Ave Clermont, FL 34711	GeoTechnical Engineer
d.	☐	☐	☒	TMC Transportation ☐ CHECK IF BRANCH OFFICE	19046 Bruce B. Downs Blvd Suite 308 Tampa, FL 33647	Traffic and Transportation Consultants
e.	☐	☐	☒	Wohlfarth Consulting Group ☐ CHECK IF BRANCH OFFICE	1642 Bridge Water Dr Lake Mary, FL 32746	Surveying
f.	☐	☐	☐	 ☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME R. Lance Bennett, PE	13. ROLE IN THIS CONTRACT <i>Principal-in-Charge</i>	14. YEARS EXPERIENCE a. TOTAL 32 b. WITH CURRENT FIRM 13	
15. FIRM NAME AND LOCATION (City and State) Poulos & Bennett, LLC - Orlando, FL			
16. EDUCATION (Degree and Specialization) <i>MS Civil Engineering, University of Central Florida</i> <i>BS Civil Engineering, University of Central Florida</i>		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <i>Florida Registered Professional Engineer No.50698</i> <i>FDEP Erosion & Sediment Control Inspector No.2359</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Member of the American Society of Civil Engineers (ASCE); Adjunct Professor for University of Central Florida			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Four Seasons at Orlando/Windward CDD <i>Osceola County, Florida</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable) N/A	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Four Seasons at Orlando includes the preparation of construction plans and permitting services for a 22-acre Tract C project; 31-acre Tract D project; 7.5-acre Spine Road project consisting of 3,450LF; and 32-acre Amenity Center. This totals an estimated construction cost of over \$10,000,000. Lance serves as the Principal-In-Charge.		
(1) TITLE AND LOCATION (City and State) Storey Park Community Development District <i>Orlando, Florida</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2013 - 2015 CONSTRUCTION (If applicable) N/A	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm 861-acre Community Development District project. Poulos & Bennett prepared the CDD engineers report, exhibits, and cost estimates in support of the CDD roadway, utility, and stormwater infrastructure design. Estimated CDD construction cost of \$35,000,000. Lance served as Principal-in-Charge.		
(1) TITLE AND LOCATION (City and State) Tohoqua Community Development District <i>Orange County, Florida</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018 - Current CONSTRUCTION (If applicable) N/A	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Lance serves as Principal-In-Charge for this 784-acre mixed use development that consists of 3,220 residential units, 200 hotel rooms, and 443,720 square feet of commercial space. Professional engineering services relating to drainage and surface water management system, waterline and accessories, sewer system, landscape/irrigation lines, roadways, and amenity facilities are provided on a continuing basis for the District's capital improvements. Estimated construction cost of \$72,000,000.		
(1) TITLE AND LOCATION (City and State) Tapestry Community Development District <i>Kissimmee, Florida</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2013 - 2017 CONSTRUCTION (If applicable) N/A	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Tapestry Parcel 8 - 243-acres, 1037 unit residential single and multi-family-project. Providing civil engineering design, permitting, and construction management for roadway, utility and stormwater infrastructure design with an estimated construction cost of \$19,500,000. Lance served as Principal-in-Charge.		
(1) TITLE AND LOCATION (City and State) Harmony West Community Development District <i>Osceola County, Florida</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018 - Current CONSTRUCTION (If applicable) N/A	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Lance serves as Principal-In-Charge for this 287-acre tract that consists of 631 single family homes and three supporting recreational amenity centers. Professional engineering services are provided on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated construction cost of \$31,750,000.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Marc Stehli, PE, LEED AP	Project Manager	a. TOTAL 25	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) Poulos & Bennett, LLC - Orlando, FL			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
MS Civil Engineering, University of Central Florida BS Civil Engineering, University of Central Florida		Florida Registered Professional Engineer No.52781	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) LEED Accredited Professional; Member of the American Society of Civil Engineers (ASCE)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Harmony West Community Development District Osceola County, Florida	PROFESSIONAL SERVICES 2018 - Current	CONSTRUCTION (If applicable) N/A
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Marc served as District Engineer for this 287-acre tract that consists of 631 single family homes and three supporting recreational amenity centers. Professional engineering services are provided on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated construction cost of \$31,750,000.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Windermere Isles Orange County, Florida	PROFESSIONAL SERVICES 2015-2017	CONSTRUCTION (If applicable) N/A
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm M. Stehli acted as Project Manager providing civil engineering design, permitting, and construction administration services for the development of a 117 unit single family residential development. Project include on-site stormwater management's facilities, hydraulic modeling of extensive off-site wetlands, and design of a triple 6'x3' box culvert wetland crossing.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Hills of Minneola Community Development District Lake County, Florida	PROFESSIONAL SERVICES 2020-Current	CONSTRUCTION (If applicable) N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Marc served as District Engineer for this 877-acre development with 2,600 single family homes and multiple supporting recreational amenities. Professional engineering services are provided on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated construction cost of \$46,361,000.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Kelly Park Community Development District Orange County, Florida	PROFESSIONAL SERVICES 2022-Current	CONSTRUCTION (If applicable) N/A
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm M. Stehli acted as Project Manager and CDD Engineer. Mr. Stehli oversaw the preparation and processing of a Preliminary Subdivision Plan for a 750 single-family residential subdivision. Project include the design and modeling of the master stormwater management system and Master Utility Plan		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Hickory Nut Estates Orange County, Florida	PROFESSIONAL SERVICES 2014 to Present	CONSTRUCTION (If applicable) N/A
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm M. Stehli acted as Project Manager for this 40 unit single family subdivision. Project included the preparation and processing of a Planned Development Land Use Plan, Preliminary Subdivision Plan and Final Engineering Plans. Design included modeling of on-site and off-site wetlands, wetland impacts, on-site master infrastructure, approximately 2800 linear feet of off-site water main, reclaim main and force main extensions, and the design and realignment of approximately 0.5 miles of Old YMCA Road.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Eric Warren, PE,	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Poulos & Bennett, LLC - Orlando, FL			
16. EDUCATION (Degree and Specialization) <i>BS Civil Engineering, Texas A&M University</i>		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <i>Florida Registered Professional Engineer No.45423</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Member of the American Society of Civil Engineers (ASCE)			

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	The Reserve at Van Oaks CDD <i>Polk County, Florida</i>	2020 - 2021	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Eric served as the Project Manager for design and permitting of 80 acres and 259 single family units and associated roadways, drainage systems, utilities, park, and a lift station. This project was permitted through Polk County, the City of Auburndale, and SWFWMD. Poulos & Bennett served as the CDD Engineer.		
b.	Tohoqua <i>St. Cloud, Florida</i>	2015-2017	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Eric Warren serves as the Lead Engineer for the Tohoqua Community, a 784-acre mixed use and commercial development consisting of 2,310 single-family units, 1,004 multi-family units, and 613,200 square feet of commercial and office space.		
c.	Tohoqua CDD <i>Osceola County, Florida</i>	2018-Current	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Eric served as a CDD Engineer. Professional engineering services are provided on a continuing basis for the District's capital improvements. Estimated CDD construction costs are \$72,000,000.		
d.	Village I <i>Orange County, Florida</i>	2016-Current	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Eric served as the Project Manager for professional engineering services at a site with over 3,400 single family residential units within Village I of Horizon West in Orange County. Planning, design, permitting of the Master water, reclaimed water and wastewater Utility Plan with 18 lift stations and the design, permitting and construction of over 19,400 linear feet of 16-inch, 20-inch and 24-inch offsite water, reclaimed water and force main trunklines to serve the village		
e.	Randal Park CDD <i>Orange County, Florida</i>	2009 to 2011	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Eric Warren served as the Project Manager for this 712-acre mixed use community development district. Provided engineering design for the Phase 1 Collector Roadway and residential development consisting of 716 single-family units and multi-family units. Eric served as the CDD Engineer.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Daniel Gough	13. ROLE IN THIS CONTRACT Environmental Consultant	14. YEARS EXPERIENCE a. TOTAL 20 b. WITH CURRENT FIRM 18	
-------------------------------------	--	--	--

15. FIRM NAME AND LOCATION (City and State)

Bio-Tech Consulting, Inc. - Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)

Bachelor of Environmental Science, Biological Sciences (Minor in Planning) - 2001

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Pesticide/Herbicide Certification #CM18674

Inspector's Course and Certification – Inspector #6220

Clean Lakes Initiative Certified Training – #051105-062

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Responsible for providing environmental assistance to engineers, developers and property owners for various land development projects. Areas of specialization include Wetland Delineations, Dredge/Fill and Environmental Resource Permitting, Water Quality Monitoring and Mitigation services.

19. RELEVANT PROJECTS

	1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	The Sanctuary - Seminole County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Provided environmental assistance to engineers and KB Homes, including environmental site assessments, habitat characterization, reports, and documentation.		
b.	Sereona – Orange County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND SPECIFIC ROLE ☒ Check if project performed with current firm Provided environmental assistance to engineers and DR Horton including habitat and water quality reporting and documentation, endangered species assessment, and wetland mitigation.		
c.	Storey Grove– Orange County, FL	PROFESSIONAL SERVICES 2012-2022	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND SPECIFIC ROLE ☒ Check if project performed with current firm Provided environmental assistance to engineers and Lennar Homes, including conservation area determination, and conservation area impact.		
d.	Kelly Park CDD FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND SPECIFIC ROLE ☐ Check if project performed with current firm Provided environmental assistance to engineers and client, including conservation areas and threatened and endangered species.		
e.		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND SPECIFIC ROLE ☐ Check if project performed with current firm 		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Raymond Jones, P.E.	Senior Geotechnical Engineer	27	26

15. FIRM NAME AND LOCATION *(City and State)*

Andreyev Engineering, Inc, Sanford, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

Bachelor of Science-Civil Engineering Geotechnical

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

Florida Professional Engineer #58079

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

ASCE Member

State of Florida-Department of Financial Services, Certified Neutral Evaluator

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
South Lake Hospital - North Campus Stand Alone Emergency Medical Ctr, Leesburg		2017	2017
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Included geotechnical investigations to provide design recommendations for building foundations, heliport, paved parking areas, retaining walls and stormwater retention systems. During construction of the project, AEI provided additional construction materials testing, supplemental geotechnical investigation and foundation stabilization assistance related to a repair of a surface collapse in the building area.		☒ Check if project performed with current firm	
Silver Eagle Reclaimed Ground Storage Tank Project, Groveland		2016	2017
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project involved geotechnical investigations of a proposed 1.5 million gallon ground storage tank for site preparation and foundation design recommendations.		☒ Check if project performed with current firm	
South Lake Regional Park, Clermont		2016	2018
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project included geotechnical investigation for mass grading, soil suitability evaluations and stormwater retention system design of a proposed 40 acre regional park project that included a baseball and softball complex, soccer fields and many other amenities.		☒ Check if project performed with current firm	
Villages CDD, The Villages		2003	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE On-going geotechnical and materials testing support of residential and commercial project areas.		☒ Check if project performed with current firm	
Wallace Park Improvement, City of Belle Isle		2020	2021
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project involved geotechnical investigation for Wallace Park site improvements to include a single-story building, synthetic turf football field and practice field and paved parking/drive areas.		☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Mohammed N. Abdallah, PE, PTOE	Traffic Engineer/Transportation Planner	a. TOTAL 29	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION (City and State) Traffic & Mobility Consultants LLC, Orlando, Florida			
16. EDUCATION (Degree and Specialization) Master of Science, Civil Engineering Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Professional Engineer, Florida PE #56169 Professional Traffic Operations Engineer, PTOE #2415	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Training: FDOT Access Management Series; Highway Capacity Analysis Workshop (McTrans); ITS Evaluation Tool Modeling Workshop (FDOT)

Certifications: Advanced Maintenance of Traffic, Florida Department of Transportation (FDOT) AMOT #87822

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Williamsburg Area Transportation Study (Orlando Area, Unincorporated Orange County, Florida)	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE a. Responsible for overall quality assurance/quality control for the transportation study prepared to identify specific traffic issues and determine feasible solutions for the Williamsburg Area. The study identified crash locations and speeding, cut through traffic patterns and volumes, operational deficiencies, and prioritized short-term, mid-term, and long-term improvements with associated construction costs for implementation in the 5-year work plan. Cost of contract: \$267,000		
☒ Check if project performed with current firm		
The Reserve at Hammock Oaks (Town of Lady Lake, Florida)	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE b. Managed the traffic related elements in support of the large mixed-residential use development. The scope of work included a study to support the comprehensive plan amendment, a traffic impact analysis to assess the existing and projected conditions of the roadway network, and an analysis to evaluate access scenarios and determine the project's proportionate share cost to mitigate impacts on the roadway network. Cost of contract: \$69,000		
☒ Check if project performed with current firm		
Beaumont Community Development District (City of Wildwood, Florida)	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE c. Managed the traffic related elements in support of the mixed-use development comprised of residential, hotel, assisted living, and 0.5 million square feet of commercial use. Oversaw all aspects of transportation and traffic engineering and was responsible for public engagement with stakeholders and governing bodies. The scope of work included traffic impact, lane closure and signal warrant analyses, and signalization design plans. Cost of contract: \$81,000		
☒ Check if project performed with current firm		
Gardens of Millenia Community Development District (City of Orlando, Florida)	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE d. Managed the traffic related elements for the proposed high-density mixed-use urban development consisting of 1,200 condominiums, retail, office, entertainment, and civic space. Prepared evaluations of internal and external transportation and mobility needs including alternative traffic controls and pedestrian facilities. Prepared transportation plans for the CDD-controlled properties and assisted in determining configuration and improvement costs. Cost of contract: \$50,000		
☒ Check if project performed with current firm		
Storey Lake Community Development District (Osceola County, Florida)	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE e. Managed the traffic related elements in support of the residential Storey Lake development consisting of 2,000+ units. Oversaw all aspects of transportation and traffic engineering and was responsible for public engagement with stakeholders and governing bodies. Scope of work included an alternative mobility analysis, traffic projections, signal warrant analyses, maintenance of traffic (MOT) design plans, and signalization design plans. Cost of contract: \$145,000		
☒ Check if project performed with current firm		

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Harmony West Community Development District <i>Osceola County, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2018 -Current CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Sunterra Communities	b. POINT OF CONTACT NAME Denver Marlow	c. POINT OF CONTACT TELEPHONE NUMBER 407-542-4909
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Harmony West Community Development District is a 287 acre tract that consists of 631 single family homes and three supporting recreational amenity centers. Poulos & Bennett serves as the CDD Engineer. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$31,750,000.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME Bio-Tech Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Environmental Consultant
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Tohoqua Community Development District <i>Osceola County, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2018 - Current CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <i>Tohoqua Development Group, LLC</i>	b. POINT OF CONTACT NAME <i>Robert L. Secrist</i>	c. POINT OF CONTACT TELEPHONE NUMBER <i>407-509-4292</i>
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Tohoqua Community Development District is a 784 acre mixed use development that consists of 3,220 residential units, 200 hotel rooms, and 443,720 square feet of commercial space. Poulos & Bennett serves as the CDD Engineer for the Tohoqua CDD. Professional engineering services are provided on a continuing basis for the District's capital improvements. The engineering services are related to drainage and surface water management system, waterline and accessories, sewer system, landscape/irrigation lines, roadways, and amenity facilities. Estimated CDD construction cost of \$72,000,000.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME Bio-Tech Consulting, Inc	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Environmental Consultant
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Windward Community Development District <i>Osceola County, FL</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2017 - Current CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER K Hovnanian at Mystic Dunes, LLC	b. POINT OF CONTACT NAME Ed Kassik	c. POINT OF CONTACT TELEPHONE NUMBER 407-452-7871
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Four Seasons at Orlando is a 127 acre residential development that consists of 469 residential units established as Windward CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. This totals an estimated construction cost of over \$22,700,000. Poulos & Bennett serves as the CDD engineer for the Windward CDD.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME Bio-Tech Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Environmental Consultant
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> Storey Park Community Development District <i>Orlando, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2013 -Current CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Lennar Homes	b. POINT OF CONTACT NAME Brock Nicholas	c. POINT OF CONTACT TELEPHONE NUMBER 407-287-2547
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Storey Park Community Development District is a 1261 acre mixed-use residential and commercial development. Poulos & Bennett serves as the CDD engineer for the Storey Park CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$35,000,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> Tapestry Community Development District <i>Kissimmee, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2013 - 2017 CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Mattamy Homes	b. POINT OF CONTACT NAME David Hulme	c. POINT OF CONTACT TELEPHONE NUMBER 407-215-6282
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Tapestry Community Development District is a 243 acre residential development. This project consists of 1037 units of single and multi-family homes. Poulos & Bennett served as the interim CDD engineer for the Tapestry CDD. Professional engineering services are required on a continuing basis for civil engineering design, permitting, and construction management for roadway, utility and stormwater infrastructure design with an estimated construction cost of \$19,500,000.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME Bio-Tech Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Environmental Consultant
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6		
21. TITLE AND LOCATION <i>(City and State)</i> Sunbridge Stewardship District Engineers <i>Osceola County, FL</i>	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES 2018</td> <td style="width: 50%; text-align: center;">CONSTRUCTION <i>(If applicable)</i> N/A</td> </tr> </table>		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> N/A
PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> N/A			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER <i>Tavistock Development</i>	b. POINT OF CONTACT NAME <i>Clint Beaty</i>	c. POINT OF CONTACT TELEPHONE NUMBER <i>407-909-9917</i>		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

The Sunbridge Stewardship District is a 19,140-acre mixed use residential and commercial development located in Osceola County, Florida. Poulos & Bennett serves as stewardship district engineer for the Sunbridge Stewardship District. Professional engineering services are required on a continuing basis for planning, preparing reports/plans, providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities, meeting attendance, review and execution of documents under the SSD's Trust Indentures and monitors SSD projects. Poulos & Bennett also provides general services related to the construction of SSD projects including contract administration services and construction oversight, such as site visits and full-time construction management of SSD projects. Estimated professional services cost of \$200,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION <i>(City and State)</i> Sunbridge Northeast District <i>Osceola County, FL</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2017 CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Tavistock Development	b. POINT OF CONTACT NAME Clint Beaty	c. POINT OF CONTACT TELEPHONE NUMBER 407-909-9917
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Sunbridge Northeast District is a 19,140 acre mixed use residential and commercial development located in Osceola County, Florida. Project scope includes Master Drainage Plan, Master Utility Plan, Lake Navigation Plan, Civil support design services associated with a new Water and Wastewater Treatment plant, Transportation Corridor Design Studies, Design and Permitting of Utility Transmission mains, Roadways, and Residential and Commercial Developments. The project includes permitting through the following agencies Osceola County, Toho Water Authority, South Florida Water Management District, Army Corp. of Engineers, City of St. Cloud, Florida Department of Environmental Protection. Estimated Construction Cost over \$1.7 B.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> Four Seasons at Orlando <i>Osceola County, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2017 CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER K Hovnanian at Mystic Dunes, LLC	b. POINT OF CONTACT NAME Charles Dennis	c. POINT OF CONTACT TELEPHONE NUMBER 321-263-2686
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Poulos & Bennett provided professional services for the Four Seasons at Orlando, a 127 acre residential development that consists of 469 residential units. Poulos & Bennett prepared construction plans and provided permitting services for the the 22-acre Four Seasons of Orlando - Tract C project, which consists of 105 detached single family residential units and associated infrastructure; 31-acre Four Seasons of Orlando - Tract D project, which consists of 136 detached single family residential units and associated infrastructure; the 32-acre Four Seasons of Orlando - Amenity Center project, which consists of a 6.5-acre amenity/recreation tract, 1,200 linear feet of divided boulevard, and nine (9) detached single family residential units; and the 7.5-acre Four Seasons of Orlando - Spine Road project, which consists of 3,450 linear feet of divided boulevard and offsite roadway improvements.

Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. These project required coordination with both Toho Water Authority and Osceola County and had an estimated construction cost over \$10M.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida
b.	(1) FIRM NAME Bio-Tech Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> Kelly Park Community Development District <i>Orlando, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2022-Ongoing CONSTRUCTION <i>(If applicable)</i> N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Galvi-Harris Land Services, LLC	b. POINT OF CONTACT NAME Seth Bennett	c. POINT OF CONTACT TELEPHONE NUMBER 321-360-6647
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Poulos & Bennett provided professional services for the Kelly Park Community Development District, a residential subdivision within the approximate 200-acre development. Services for the project included the design and modeling of the master stormwater management system as well as master utility design, and preparation of construction plans for the development.

This project required coordination with St. John's River Water Management District, City of Apopka, and Orange County, and had an estimated construction cost over \$17M.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineer
b.	(1) FIRM NAME Bio-Tech Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Environmental Consultant
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION <i>(City and State)</i> Hills of Minneola Community Development District <i>Lake County, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020-Ongoing CONSTRUCTION <i>(If applicable)</i> Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Sunterra	b. POINT OF CONTACT NAME Dan Edwards	c. POINT OF CONTACT TELEPHONE NUMBER 813-484-7665
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Poulos & Bennett provided professional services for Hills of Minneola CDD. Poulos & Bennett prepared construction plans and provided permitting services for over 2,000 residential lots in multiple phases.

Poulos & Bennett also prepared the Master Drainage Plan which included pre and post development conditions, offsite drainage basins/contributing flows, floodplain compensating storage calculations, nutrient loading calculations, and design of multiple conspan bridge structures.

Additionally, Poulos & Bennett prepared the Master Utility Plan which included potable water, reclaimed water, and wastewater system designs to serve the future mixed-use development. The wastewater system included design of 4 pump stations (duplex configurations), the associated manifold force main systems, and also provided for 3 different phased conditions.

These projects required coordination with St. Johns River Water Management District, City of Minneola, and Lake County Utilities.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME Poulos & Bennett, LLC	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida
b.	(1) FIRM NAME Bio-Technical Consulting	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>

[illegible]

2EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Harmony West Community Development District	6	Sunbridge Stewardship District Engineers
2	Tohoqua Community Development District	7	Sunbridge Northeast District
3	Winward Community Development District	8	Four Seasons at Orlando
4	Storey Park Community Development District	9	Kelly Park Community Development District
5	Tapestry Community Development District	10	Hills of Minneola Community Development District

ADDITIONAL INFORMATION

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

The Poulos & Bennett team has the experience and workload capacity to begin immediately carrying out the Engineering Services necessary for the continued success of the Sugarloaf CDD. Our highly responsive staff of 64 team members, including 30 engineers, 6 planners, 7 CAD designers, 9 development services personnel, 4 permit coordinators and 8 highly valuable support staff, are all located in our Orlando Office. Our firm's size and proximity will allow us to become an extension of the Sugarloaf CDD staff, working in a seamless relationship and readily available as needed.

Furthermore, Poulos & Bennett was founded on three main pillars: exceptional service to our clients and stakeholders, quality control of our deliverables, and high-level technical expertise. Our personnel take pride in serving our clients through the execution of these principles and are committed to an exceptionally high standard of client service through building long-term relationships, using a proactive approach and taking ownership of our projects.

CERTIFIED MINORITY BUSINESS ENTERPRISE

Poulos & Bennett, LLC is not a certified Minority Business.

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

A key to successful execution of a complex project is understanding the regulatory process, developing a strategic, comprehensive project schedule and managing tasks to meet that schedule. When approaching projects, Poulos & Bennett is a schedule-focused company that develops comprehensive project schedules outlining the regulatory process, milestones and critical paths to achieve the desired outcome. These schedules help provide an overall "road map" that will actively guide the design, development, and permitting of the overall engineering services for Sugarloaf CDD. This approach supports the project management system from start to finish. A well-managed and maintained project schedule enables the design and permitting to proceed more effectively and efficiently. Poulos & Bennett prides itself on developing, implementing, and managing complex comprehensive project schedules to the direct benefit of our clients. Doing much of our work in the private sector has required us to be extremely sensitive to costs and budgets, and to especially understand the need for clear schedules to which we strongly adhere. To enhance our firm's services, we have established a Development Services group, one of whose primary functions is to provide cost estimates to our clients. We do this continuously from very early planning level estimates in the Due Diligence stages of project development and programming, to the final bid and award stages of project implementation. We bring our recognized skills in project management to the Sugarloaf CDD to manage timelines, work deliverables, key stakeholder communication and project budgets.

GEOGRAPHIC LOCATION

Poulos & Bennett is located at 2602 East Livingston St. Orlando, Florida 32803. We have an office located at 7563 Phillips Hwy, Suite 303, in Jacksonville, Florida 32256.

CONSULTANT'S PAST PERFORMANCE

Poulos & Bennett is serving and has served as CDD engineers for multiple projects in Central Florida. Our team has extensive proven expertise in all facets of the water distribution system, sanitary sewer facilities, reuse water system, stormwater system, electrical service systems, conservation mitigation, onsite public roadway improvements, and other public improvements that will be undertaken within the Sugarloaf CDD. We also understand the need to represent and address the concerns and needs of various stakeholders, especially Sugarloaf CDD staff, and have developed a solid reputation for our proactive approach and responsiveness. Poulos & Bennett team members have been serving clients in Lake County since 1989. We have extensive experience and strong relationships with the staff, and we are proud of our reputation as being consummate professionals in our interactions, skilled civil engineers and planners in our practice, and committed advocates for our clients.

F) RECENT, CURRENT AND PROJECTED WORKLOADS

As previously stated, the Poulos & Bennett team has the experience, and workload capacity to begin immediately carrying out the Engineering Services necessary for the success of the Sugarloaf Community Development District. Our highly experienced local staff is poised and ready to take ownership of the Sugarloaf CDD and possesses a long-term interest in the success of this new district. See below a current project matrix of our designated Sugarloaf CDD Principal-In-Charge and Project Manager.

PROJECT LEADS	RECENT, CURRENT, AND PROJECTED WORKLOADS
Lance Bennett, PE Principal-In-Charge	Hills of Minneola, Kelly Park, Sorrento Pines
Marc Stehli, PE Project Manager	Hills of Minneola, Kelly Park, Harmony

G) VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY DISTRICT

Poulos & Bennett, LLC serves as the interim engineers for the Sugarloaf CDD.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

Lance Bennett

32. DATE

06/07/2024

33. NAME AND TITLE

R. Lance Bennett, PE – Principal-In-Charge

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

N/A

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME Poulos & Bennett, LLC			3. YEAR ESTABLISHED 2011	4. UNIQUE ENTITY IDENTIFIER 944868202
2b. STREET 2602 E. Livingston St.			5. OWNERSHIP	
2c. CITY Orlando	2d. STATE FL	2e. ZIP CODE 32803	a. TYPE Limited Liability Corporation	
6a. POINT OF CONTACT NAME AND TITLE R. Lance Bennett, PE – Principal-In-Charge			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER 407.487.2594			7. NAME OF FIRM (If Block 2a is a Branch Office) N/A	
6c. E-MAIL ADDRESS lbennett@poulosandbennett.com				

8a. FORMER FIRM NAME(S) (If any) PoulosBrown, LLC	8b. YEAR ESTABLISHED 2009	8c. UNIQUE ENTITY IDENTIFIER 944868202
--	------------------------------	---

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	15		C05	Childcare/Development Facilities	1
08	CADD Technician	7		C06	Churches; Chapels	1
12	Civil Engineer	30		C10	Commercial Building; Shopping Ctrs	3
16	Construction Manager	6		C15	Construction Management	5
47	Planner: Urban/Regional	6		E02	Educational Facilities; Classrooms	1
				E12	Environmental Remediation	1
				G04	Geographic Info; Development Analysis	1
				H07	Highways; Streets; Parking Lots	4
				H09	Hospital & Medical Facilities	2
				H10	Hotels; Motels	2
				H11	Housing (Residential, Multi, Apts.)	7
				P05	Planning (Community, Regional, Area wide, & State)	2
				P12	Power Generation, Transmission	3
				R04	Recreation Facilities (parks, Etc.)	1
				S04	Sewage Collection, Treatment, and Disposal	1
				S10	Surveying; Platting; Mapping; Flood Plain Studies	1
				S13	Stormwater Handling and Facilities	1
				W03	Water Supply; Treatment and Distribution	1
				Z01	Zoning; Land use Studies	1
	Other Employees					
Total		64				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	N/A	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	8	3. \$250,000 to less than \$500,000	9. \$25 million to less than \$50 million	10. \$50 million or greater	
c. Total Work	8	4. \$500,000 to less than \$1 million			
		5. \$1 million to less than \$2 million			

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 06/07/2024
c. NAME AND TITLE R. Lance Bennett, PE – Principal-In-Charge	

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

7D

Sugarloaf Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
	<i>weight factor</i>	25	25	20	15	5	5	100
	NAME OF RESPONDENT							
1	North Florida Professional Services, Inc.							
2	Poulos & Bennett							

Board Member's Signature

Date

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8A1

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

July 15, 2024

Sugarloaf Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attn: Mr. Craig Wrathell

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Wrathell:

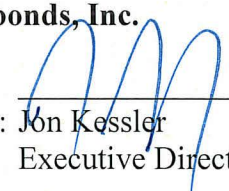
Thank you for the opportunity to work with the Sugarloaf Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2024 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 Scope of Services of FMS: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 Terms and Conditions:

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8A11

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax



TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

July 22, 2024

VIA ELECTRONIC DELIVERY

Board of Supervisors
Sugarloaf Community Development District
Minneola, Florida

Board Members:

We appreciate the opportunity to submit this proposal, along with a bond counsel agreement, to provide bond counsel services to Sugarloaf Community Development District (the "District") in connection with the issuance by the District of tax-exempt or taxable municipal bonds (the "Bonds"). Nabors, Giblin & Nickerson, P.A. ("NGN") is a Florida based firm with offices in Tampa, Plantation and Tallahassee. Established in August 1984, NGN was formed so that its principals could focus their practice upon the representation of local government on a statewide basis, specializing in public finance and general governmental and administrative law. NGN still operates on this premise and currently has 26 attorneys with extensive experience and primary dedication to representing governmental clients in the areas of bond finance practice, capital finance practice, public utilities practice, litigation practice, governance structures, financial transactions practice and public/private partnerships. Over the last five years, NGN has served as bond counsel in approximately 617 financings with an approximate aggregate principal amount of \$24.6 billion. During such period of time, NGN has also served as disclosure counsel in approximately 171 transactions with an approximate aggregate principal amount of \$18.7 billion and as underwriters' counsel in approximately 171 transactions with an approximate aggregate principal amount of \$5.3 billion.

Specifically, NGN has been on the forefront of representation of community development districts since the early 1990s, representing over 200 special districts, the majority of which are community development districts, as bond counsel and/or disclosure counsel. NGN has also been involved in numerous other special district financings as underwriter's counsel, trustee's counsel and bank counsel. NGN currently serves as bond counsel to many of the major national and regional home builders and developers, including D.R. Horton, Forestar, Barron Collier Companies, Metro Development Group, Mattamy Homes, KB Home, Homes by West Bay, and Lennar, among others. Attached hereto as Exhibit A is a list of special district financings within the past five years for which NGN served as bond counsel.

Cynthia E. Wilhelm will be the attorney primarily responsible to the District. Currently a shareholder with NGN, Ms. Wilhelm is located in the Tampa office and has over twelve years of transactional experience, including over nine years working on numerous special district financings throughout the State of Florida. Ms. Wilhelm will be assisted by L. Thomas Giblin, who has over 43 years of experience in municipal finance law, and Richard B. Harb, who was selected as a Super Lawyers® Rising Star in 2022 for government finance and is NGN's lead attorney for more complex tax-related matters. All of the public finance lawyers at NGN are knowledgeable with respect to the types of tax issues that may arise in a typical bond transaction. For more information on NGN, please visit our website at www.ngnlaw.com.

In general, bond counsel is engaged as recognized counsel specially experienced in Florida law and federal tax and securities laws relating to governmental obligations, whose primary responsibility will be to render an objective legal opinion with respect to the authorization and validity of the Bonds and the tax treatment of interest payable on such Bonds under federal income tax laws. As bond counsel, we will examine applicable laws, prepare and/or review various documents required for the successful closing of each transaction, and undertake such additional duties as we deem necessary to render our opinion. The above-described services specifically include but are not limited to the following:

- (a) consulting with representatives of the District and the underwriter of the Bonds (the "Underwriter") or, in the case of a private placement, the bank purchasing the Bonds (the "Initial Purchaser"), and their respective counsels concerning all legal questions relating to the Bonds and the security for the payment of debt service on the Bonds;
- (b) assisting counsel to the District with the preparation of validation pleadings in connection with the validation of the Bonds and appearing as attorneys of record with counsel to the District at the validation hearing for the Bonds;
- (c) attending meetings of the District during which the proposed financing will be considered;
- (d) drafting the required trust indentures, including a Master Trust Indenture and Supplemental Trust Indentures, certain resolutions of the District authorizing the issuance of the Bonds, and the Arbitrage and Tax Certificate and other related documents, certificates and legal opinions required for closing;
- (e) analyzing and resolving tax problems associated with the financing;
- (f) conducting the preclosing and the closing in connection with the financing;
- (g) reviewing documents drafted by the Underwriter and its counsel or the Initial Purchaser and its counsel;
- (h) reviewing documents drafted by counsel to the District;

(i) reviewing various reports prepared in connection with the financing, including but not limited to engineer's reports and assessment methodology reports; and

(j) providing the District such other legal services and advice with respect to the financing as are traditionally provided by bond counsel.

Subject to the completion of proceedings to our satisfaction, we will render our opinion for the Bonds addressed to the District, with a reliance letter addressed to the Underwriter or Initial Purchaser and the trustee, substantially to the effect that the Bonds are valid, binding and enforceable obligations of the District and, if the Bonds are tax-exempt, that the interest thereon is excludable from gross income of the owners under the income tax laws of the United States in effect on the date such Bonds are delivered to the Underwriter or Initial Purchaser. The opinion will also opine as to such other matters, if any, that are at the date of closing normally included in the opinions of bond counsel for similar transactions.

Based upon (a) the duties we propose to undertake with respect to each financing, (b) the time we anticipate devoting to each financing, and (c) the responsibilities we assume, we agree that our fee for each publicly offered financing will be \$40,000 for financings with only one series of Bonds and \$45,000 for financings with multiple series of Bonds, regardless of the total principal amount of the Bonds. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed \$35,000 per financing. The foregoing fees shall include all out-of-pocket expenses incurred by NGN in connection with the services rendered and no other expenses shall be payable by the District in connection with bond counsel services.

We agree that our fee for bond counsel services will be contingent upon the successful closing of the applicable financing. If such financing is abandoned, we will not be entitled to any fee for services rendered. In addition, we understand that questions or issues may arise that are outside the scope of a particular financing. Unless such issues require a substantial engagement on our part, we will not charge additional hourly rates for legal services in connection with such issues. Should an issue arise that requires a substantial engagement, any fees to be charged will be determined upon mutual agreement of the parties at such time.

We appreciate the opportunity to be of service to you and thank you for your consideration.

NABORS, GIBLIN & NICKERSON, P.A.

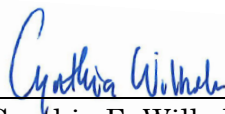
By: 
Cynthia E. Wilhelm, Shareholder

EXHIBIT A**LISTING OF TRANSACTIONS AS BOND COUNSEL FOR
SPECIAL DISTRICT FINANCINGS
JULY 2019 TO PRESENT**

Issuer	Bond Issue	Par Amount
Talavera Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2019	\$4,705,000
Sweetwater Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2019A	\$10,805,000
Harbor Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2019A	\$28,175,000
Mirada Community Development District (Pasco County, Florida)	Bond Anticipation Notes, Series 2019	\$12,000,000
Osceola Chain of Lakes Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$5,980,000
Finley Woods Community Development District (City of Gainesville, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$3,075,000
Sampson Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$2,520,000
Chaparral of Palm Bay Community Development District (City of Palm Bay, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$5,900,000
Rivers Edge II Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$7,165,000
Epperson Ranch II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$10,300,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$3,440,000
Pine Ridge Plantation Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	\$12,435,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$4,185,000
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	\$4,465,000
Live Oak Lake Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$16,275,000
Overoaks Community Development District (Osceola County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2020	\$3,765,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$10,705,000
Chapel Crossings Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$12,030,000
Copperstone Community Development District (Manatee County, Florida)	Taxable Capital Improvement Revenue Note, Series 2020	\$800,000
DG Farms Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$3,855,000

Issuer	Bond Issue	Par Amount
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$26,850,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$15,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,340,000
Amelia National Community Development District (Nassau County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$4,915,000
Capital Region Community Development District (City of Tallahassee, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$2,800,000
River Glen Community Development District (Nassau County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2021	\$15,355,000
Cascades at Groveland Community Development District (City of Groveland, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$3,053,000
Rivers Edge II Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,900,000
Rivers Edge III Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,880,000
Cordoba Ranch Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$6,135,000
South Fork East Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$3,121,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$13,600,000
Zephyr Lakes Community Development District (City of Zephyrhills, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$6,600,000
Brightwater Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$10,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,610,000
Ave Maria Stewardship Community District (Collier County, Florida)	Bond Anticipation Notes, Series 2021	\$15,640,000
Southshore Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,170,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$3,535,000
Union Park East Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$3,095,000
Entrada Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$12,280,000
Leomas Landing Community Development District (City of Lake Wales, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$5,355,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	\$17,605,000
Gracewater Sarasota Community Development District (Sarasota County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$16,780,000

Issuer	Bond Issue	Par Amount
St. Lucie West Services District (St. Lucie County, Florida)	Capital Improvement Revenue Bond, Series 2021-2	\$1,685,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,600,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	\$9,800,000
Ocala Preserve Community Development District (Marion County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$3,855,000
WaterGrass II Community Development District (Pasco County, Florida)	Special Assessment Revenue Refunding Bonds, Series 2021	\$5,385,000
Golden Lakes Community Development District (Polk County, Florida)	Taxable Special Assessment Note, Series 2021	\$1,000,000
Villages of Glen Creek Community Development District (City of Bradenton, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$5,250,000
Water's Edge Community Development District (Manatee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$2,065,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$7,775,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022A	\$22,950,000
Rustic Oaks Community Development District (City of Venice, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$17,230,000
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$10,870,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$3,245,000
Mira Lago West Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	\$3,007,000
Bridgewater North Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$10,195,000
Pelican Marsh Community Development District (Collier County, Florida)	Special Assessment Revenue Refunding Bond, Series 2022	\$3,460,000
Cross Creek North Community Development District (Clay County, Florida)	Special Assessment Bonds, Series 2022	\$15,075,000
Mangrove Point and Mangrove Manor Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$7,850,000
Somerset Community Development District (Walton County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$10,745,000
Villages of Glen Creek Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022A	\$7,500,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,085,000
Willow Creek Community Development District (Brevard County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$2,575,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$11,460,000

Issuer	Bond Issue	Par Amount
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$11,600,000
Coddington Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$6,215,000
Renaissance Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	\$5,545,000
Buena Lago Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$4,420,000
Stoneybrook Community Development District (Lee County, Florida)	Special Assessment Revenue Bonds, Series 2022-1	\$4,325,000
Stoneybrook Community Development District (Lee County, Florida)	Taxable Special Assessment Revenue Bonds, Series 2022-2	\$7,755,000
Avalon Park West Community Development District (Pasco County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$5,895,000
Coral Bay of Lee County Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,845,000
Cypress Shadows Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$1,070,000
Brookstone Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$10,700,000
Willows Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$8,315,000
Stoneybrook North Community Development District (Lee County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$5,300,000
Woodcreek Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,785,000
Ridge at Heath Brook Community Development District (City of Ocala, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$2,325,000
Waterford Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$4,835,000
Rye Crossing Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$2,625,000
Parrish Lakes Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$12,400,000
Harmony West Community Development District (Osceola County, Florida)	Special Assessment Revenue Bonds, Series 2023	\$3,435,000
Arbors Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$12,435,000
Merrick Square Community Development District (City of Pembroke Pines, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$4,215,000
West Villages Improvement District (City of North Port, Florida)	Special Assessment Revenue Bonds, Series 2023	\$17,130,000
Varrea South Community Development District (City of Plant City, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$8,870,000
Harmony on Lake Eloise Community Development District (City of Winter Haven, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$2,665,000

Issuer	Bond Issue	Par Amount
Lake Lizzie Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$3,535,000
Cypress Bay West Community Development District (City of Palm Bay, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$7,625,000
Parrish Lakes Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$9,540,000
Cross Creek North Community Development District (Clay County, Florida)	Special Assessment Bonds, Series 2023	\$8,915,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$19,150,000
Westwood of Paso Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$3,775,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$13,500,000
Hawthorne Mill North Community Development District (City of Lakeland, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$3,275,000
Avalon Park West Community Development District (Pasco County, Florida)	Special Assessment Revenue Bonds, Series 2023	\$3,355,000
Entrada Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$7,580,000
Ocala Preserve Community Development District (Marion County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$5,260,000
Cope's Landing Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$7,695,000
West Villages Improvement District (City of North Port, Florida)	Special Assessment Revenue Bonds Series 2023	\$4,805,000
Towns at Woodsdale Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$5,870,000
Center Lake Ranch West Community Development District (City of St. Cloud, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$13,935,000
Longleaf Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,000,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$9,750,000
Highland Trails Community Development District (City of Dade City, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$6,750,000
Lake Mattie Preserve Community Development District (City of Auburndale, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$4,385,000
Regal-Village Community Development District (City of Florida City, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$6,805,000
Caymas Community Development District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,815,000
Lake Hideaway Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$20,000,000
Saltleaf Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$30,000,000

Issuer	Bond Issue	Par Amount
West Village Improvement District (City of North Port, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$19,280,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024A	\$32,000,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2024	\$23,000,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$6,500,000
Rivers Edge III Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$9,815,000
Somerset Bay Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$13,500,000
Coral Bay of Lee County Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$5,735,000
Southshore Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,475,000

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement (this "Agreement") is entered into this 22nd day of July, 2024, by and between the **SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT** (the "District"), an independent special district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended, and **NABORS, GIBLIN & NICKERSON, P.A.**, a Florida professional service corporation ("Nabors Giblin").

W I T N E S S E T H:

WHEREAS, the District plans to issue capital improvement revenue bonds (the "Bonds") in one or more series (each, a "Series") to finance the acquisition, construction and equipping of certain assessable capital improvements benefiting residents of the District; and

WHEREAS, the District desires to engage Nabors Giblin as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, Nabors Giblin desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and Nabors Giblin, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL.

(a) Duties. Nabors Giblin shall serve as bond counsel to the District in connection with the issuance of the Bonds. The duties of Nabors Giblin as bond counsel shall include the following:

(i) prepare all indentures, including a Master Indenture and Supplemental Indenture(s) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters engaged by the District;

(ii) if requested by the District, prepare validation pleadings, including the proposed final judgment, in connection with the validation of the Bonds and appear as attorneys of record with the District Counsel at the validation hearing;

(iii) review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that Nabors Giblin shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical or project

data, and provided further that Nabors Giblin shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds;

(iv) review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attend drafting and informational meetings regarding the Bonds; and

(v) render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the Bonds from federal income taxation.

(b) Fees and Expenses for Services Rendered as Bond Counsel. The District shall pay to Nabors Giblin, as a fee for services rendered pursuant to this Section 1, the sum of \$40,000 per issue for a publicly offered issue with one Series of Bonds and \$45,000 per issue for a publicly offered issue with multiple Series of Bonds. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed \$35,000 per financing. Such fee shall be paid by the District to Nabors Giblin only from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the District for services rendered pursuant to this Section 1.

The foregoing fee shall include all out-of-pocket expenses incurred by Nabors Giblin in connection with services rendered hereunder, and no other expenses shall be payable by the District in connection with bond counsel services.

2. TERMINATION. This Agreement may be terminated by the District, or by Nabors Giblin, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates Nabors Giblin for any reason, then no compensation shall be paid to Nabors Giblin for any services theretofore rendered pursuant to Section 1 of this Agreement.

3. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the District and Nabors Giblin have executed this Agreement as of the date set forth above.

**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

NABORS, GIBLIN & NICKERSON, P.A.

By:  _____
Cynthia Wilhelm, Shareholder

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8AIII



U.S. Bank Trust Company, National Association
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309

July 13th, 2024

Sugarloaf Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Sugarloaf Community Development District Revenue Bonds, Series 2024

As requested, we are pleased to offer the following fee structure for the above referenced issue:

Acceptance Fee	\$1,975
Closing Expenses	\$500 (Est., Florida Closing)
Annual Trustee, Paying Agent & Registrar Fee (Calculated at 0.03% of Bonds Outstanding, Min of \$3,750 and Max of \$7,500)	\$3,950 (Est.)
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
Trustee Counsel Fee	\$6,250 (Estimated)

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate. This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the terms and conditions set forth herein, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related expenses will be billed to the client directly.

All fees and expenses are payable in advance. Thank you for the opportunity to provide our services to the District and the District's professional team. Please do not hesitate to contact me at 954.938.2475 if you have any questions or need any additional information.

Sincerely,

Amanda Kumar

Amanda Kumar
Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and other relevant documentation from individuals claiming authority to represent the entity.

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8B

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:
POULOS & BENNETT

July 2024

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan ("CIP") and estimated costs of the CIP, for the Sugarloaf Community Development District ("District").

2. GENERAL SITE DESCRIPTION

The District consists of the existing boundary of 369.49 acres of land, an expansion area of 254.466 acres of land and a future parcel of approximately 776.044 acres of land. The District is located entirely within the City of Minneola, Florida and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development, which is currently planned for 2,555 residential units. The following chart shows the planned product types for the District:

PRODUCT TYPES

Product Type	Existing District	Expansion Area	Future Parcel	District Totals
Multi-Family	0	0	175	175
45' Single Family	345	272	340	957
55' Single Family	313	365	336	1014
65' Single Family	154	168	87	409
TOTAL UNITS	812	805	938	2555

The CIP infrastructure for the project includes:

Stormwater Management System:

The stormwater collection and outfall systems are a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements established by the St. Johns River Water Management District (SJRWMD) and City of Minneola for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception of the inlets and storm sewer systems that may be part of dedicated rights-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of spreading fill across private lots.

Environmental Conservation/Mitigation

There are environmentally sensitive lands within the District which may require impact in association with the proper construction of the District's infrastructure. The District will provide onsite conservation areas in order to offset wetland impacts associated with the construction of the development. The District will be responsible for the design, permitting, mitigation,

construction, maintenance, and government reporting of the environmental mitigation. Additionally, there is a cost associated with removal of gopher tortoises for mitigation. These costs are included within the CIP.

Public Roadways (Onsite)

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable City design requirements.

All internal roadways may be financed by the District, and dedicated to the City for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation, hardscape/landscape/irrigation and stormwater improvements behind such gated areas).

Public Roadways (Offsite)

The Project includes offsite roadway improvements to serve the subdivision. These improvements include, but are not limited to, turn lanes, traffic signals, roundabouts, pedestrian facilities and multi-use trails. The improvements will be designed in accordance with Lake County standards. The improvements will be constructed by the District and then dedicated to the County for operation and maintenance.

Water, Wastewater & Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. The water main connection will be made at or near the intersection of North Hancock Road and CR 561. Potable water distribution system shall be extended north along North Hancock Road and then west along CR 455 as needed to provide service to all District lands. Offsite potable water distribution facilities will be located on District lands within utility easements dedicated to the City.

Wastewater improvements for the project will include an onsite gravity collection system, sanitary sewer lift stations, and onsite and offsite force main transmission lines. Onsite force mains will be located within the public rights-of-way. Offsite force main extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

Similarly, reclaim water distribution systems will be constructed onsite and offsite to provide service for irrigation throughout the community. Onsite reclaim water distribution systems will be located within the public rights-of-way. Offsite reclaim water distribution system extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

The water distribution, reuse distribution and wastewater collection systems have points of connections outside of the District boundary to existing utility infrastructure. The existing water,

reuse and sewer infrastructure will need to be extended in order to provide service to the District. These connections are required elements for the systems to function. Therefore, the offsite extensions and connections to the existing utility infrastructure are included within the CIP.

The water and reclaim system and wastewater collection systems for all phases will be completed by the District and then dedicated to the City for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape & Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The District must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the City, will be maintained pursuant to a right-of-way agreement to be entered into with the City. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, will not be financed by the District and instead will be privately installed and maintained.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with SECO (the local utility provider) and will fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP. The street lighting system will be constructed in cooperation with the City of Minneola, SECO and the Developer.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District will fund the cost to trench the onsite and/or offsite underground installation and the costs associated with light pole installations within Lake County rights-of-way of North Hancock Road, CR 455 and/or Sugarloaf Mountain Road. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities (Active & Passive):

In conjunction with the construction of the CIP, the District intends to construct a clubhouse and other amenity facilities including, but not limited to, multi-use paths, pedestrian paths, sports field and nature viewing stations. Alternatively, the Developer may privately fund such facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the exclusive benefit of the owners subject to that Association. The District will own and maintain the foregoing improvements.

Professional Services

The CIP also includes various professional services. These include but are not limited to: (i) engineering, landscape architecture, surveying, geotechnical engineering and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer may elect to retain such credits if the developer provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash pay down of certain debt assessments.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP will be obtained or are currently under review by respective governmental authorities, and include the following:

- a. City of Minneola
- b. Lake County, Florida
- c. St. Johns River Water Management District (SJRWMD)
- d. Florida Department of Environmental Protection (FDEP)
- e. Federal Emergency Management Agency (FEMA)
- f. Florida Fish and Wildlife Conservation Commission (FWC)
- g. Lake Apopka Gas

5. OPINION OF PROBABLE CONSTRUCTION COSTS / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth below are reasonable and generally consistent with market pricing.

OPINION OF PROBABLE COST

Improvement	Existing District	Expansion Area	Future Parcel	Financing Entity	O&M Entity
Stormwater Management System	\$3,921,941.32	\$5,216,965.45	\$5,340,500.00	CDD	CDD
Public Roadways (onsite)	\$5,369,733.61	\$4,713,977.25	\$6,214,400.00	CDD	City
Public Roadways (offsite)	\$0.00	\$580,000.00	\$0.00	CDD	County
Water, Wastewater & Reclaim Utilities	\$11,145,140.27	\$7,662,802.38	\$11,652,000.00	CDD	City
Hardscape, Landscape & Irrigation	\$1,852,105.00	\$2,079,310.00	\$2,815,900.00	CDD	CDD
Streetlights/Underground Electrical Lines	\$1,495,800.00	\$1,355,400.00	\$1,747,800.00	CDD	SECO
Recreational Amenities (Active & Passive)	\$1,676,490.00	\$3,243,750.00	\$4,369,500.00	CDD	CDD
Contingency	\$2,546,121.02	\$2,485,220.51	\$3,214,010.00	CDD	N/A
SUB-TOTAL	\$28,007,331.22	\$27,337,425.59	\$35,354,110.00	CDD	
DISTRICT TOTAL	\$90,698,866.81				

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

- b. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
- c. The master developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP), the District or a third-party.
- d. At the master developer's option, a third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing a series of bonds to fund all or a portion of the Capital Improvement Plan.

It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years; and
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The labor market, future costs of equipment

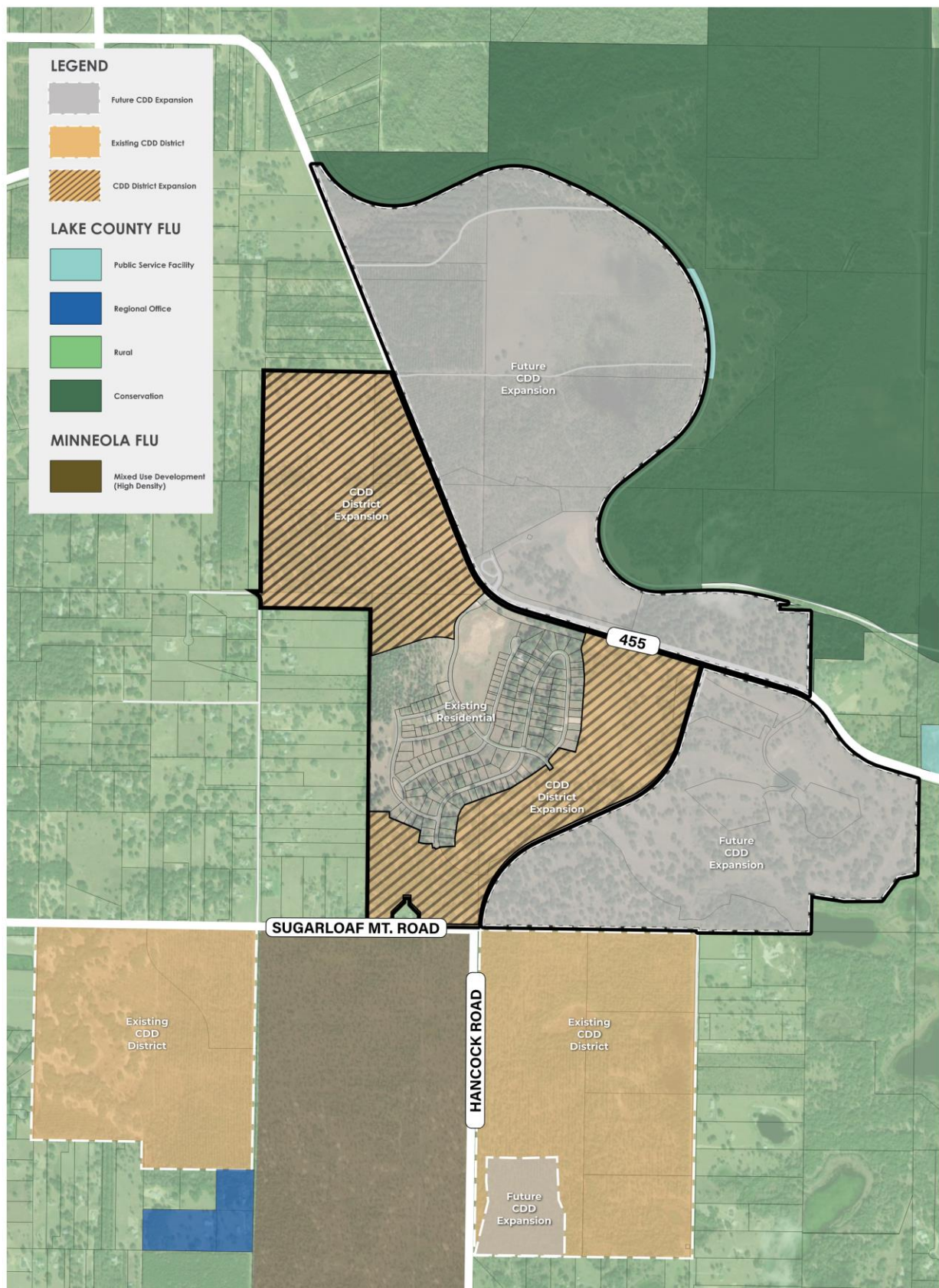
and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Marc D. Stehli, P.E.
District Engineer
Date: July 18, 2024

EXHIBITS

EXHIBIT 1 - LOCATION MAP



Copyright 2024

Aerial photography circa 2024



SUGARLOAF PROPERTY • CDD BOUNDARY MAP

📍 Lake County
📅 06/05/2024
📞 21002300
👤 Richland Communities

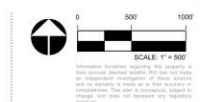
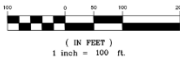


EXHIBIT 2 – CDD BOUNDARY

EXHIBIT 3 – BOUNDARY AND LEGAL DESCRIPTION

GRAPHIC SCALE

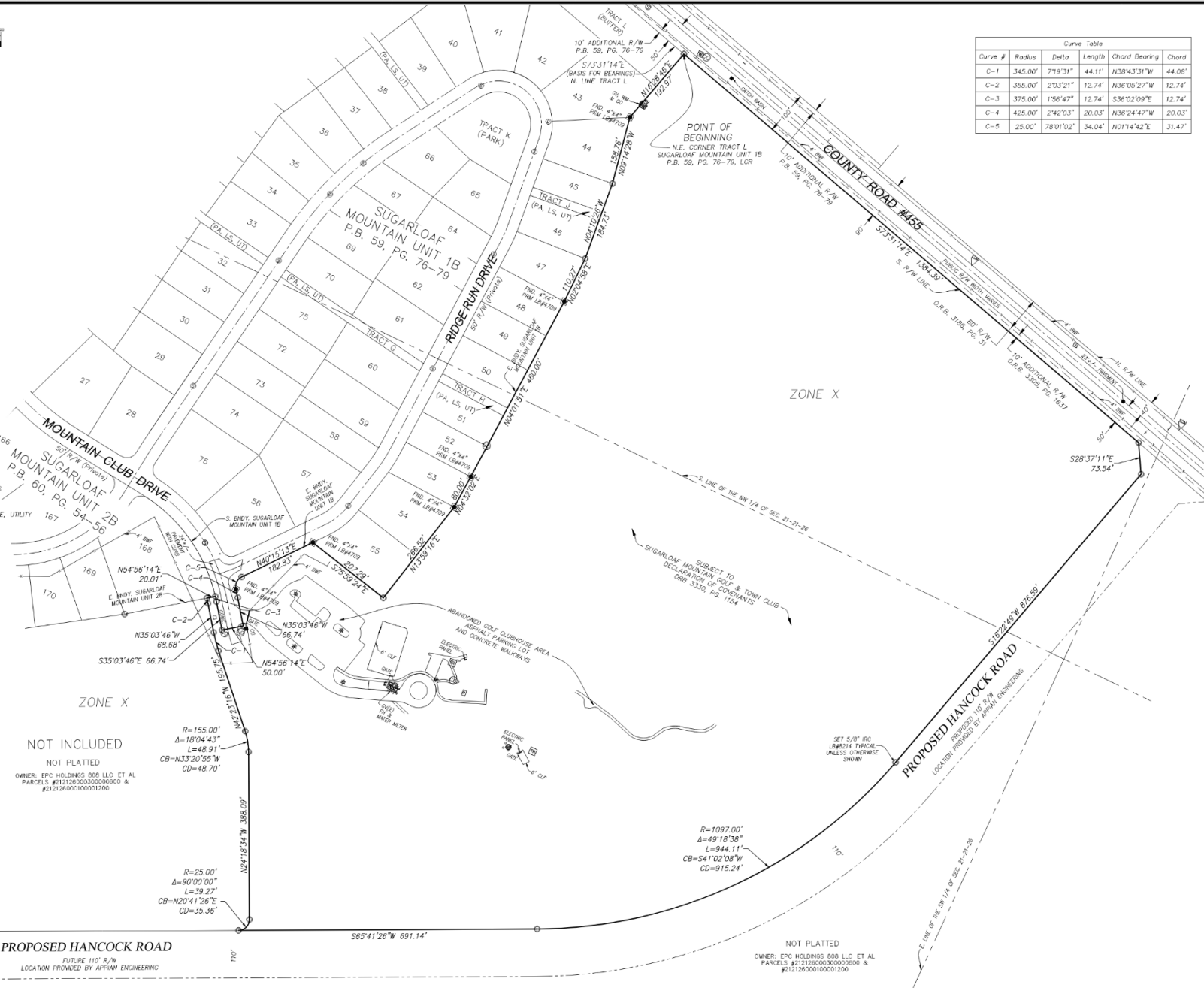


LEGEND

- CL = CENTERLINE
- BNRY = BOUNDARY
- BWF = BARBED WIRE FENCE
- CM = CONCRETE MONUMENT
- (C) = CALCULATED
- C.C.R. = CERTIFIED CORNER RECORD
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- CONC. = CONCRETE
- CO = CLEANTOUT
- CRP = CONCRETE POWER POLE
- (D) = PER DEED DESCRIPTION
- D.B. = DEED BOOK
- EL = ELEVATION
- ELEC. = ELECTRIC
- FIR = FOUND IRON ROD
- FND. = FOUND
- GV = GATE VALVE
- I.D. = IDENTIFICATION
- (ILL) = ILLEGIBLE
- IP = IRON PIPE
- IRC = IRON ROD WITH CAP
- LB = LICENSED BUSINESS
- LS = LAND SURVEYOR
- L.C.M. = LAKE COUNTY BENCH MARK
- L.C.R. = LAKE COUNTY RECORDS
- (M) = MEASURED
- N/D = NAIL & DISC
- NAVD = NORTH AMERICAN VERTICAL DATUM
- NO I.D. = NO IDENTIFICATION
- CHP- = OVERHEAD UTILITY & POWER LINES
- O.A. = ON-LINE
- ORB = OFFICIAL RECORDS BOOK
- (P.A.L.S.U.T) = PEDESTRIAN ACCESS, LANDSCAPE, UTILITY
- P.S. = PLAT BOOK
- P.G. = PAGE
- PRM = PERMANENT REFERENCE MONUMENT
- PVC = POLYVINYL CHLORIDE (PLASTIC PIPE)
- R/W = RIGHT-OF-WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- SND = SPECIAL WARRANTY DEED
- TELECOM. = TELECOMMUNICATION
- WM = WATER METER
- ± = MORE OR LESS
- 21-21-26 = SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST.

SYMBOLS:

- SIGN
- GUY WIRE
- AIR RELEASE VALVE
- GATE VALVE (WATER)
- RE-CLAIM WATER VALVE
- SEWER VALVE
- TELECOMMUNICATION/CABLE PEDESTAL
- WOOD POWER/UTILITY POLE
- METAL LIGHT POLE
- CLEANTOUT (RISER)
- ELECTRIC BOX
- SPOT ELEVATION
- TRANSFORMER PAD
- WELL
- FIBER OPTIC MARKER
- STORM DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- WATER METER



Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C-1	345.00'	71°19'31"	44.11'	N38°43'31"W 44.08'
C-2	355.00'	2°03'21"	12.74'	N36°05'27"W 12.74'
C-3	375.00'	1°56'47"	12.74'	S36°02'09"E 12.74'
C-4	425.00'	2°42'03"	20.03'	N36°24'47"W 20.03'
C-5	25.00'	78°01'02"	34.04'	N01°44'42"E 31.47'

WOHLARTH CONSULTING
GROUP LLC

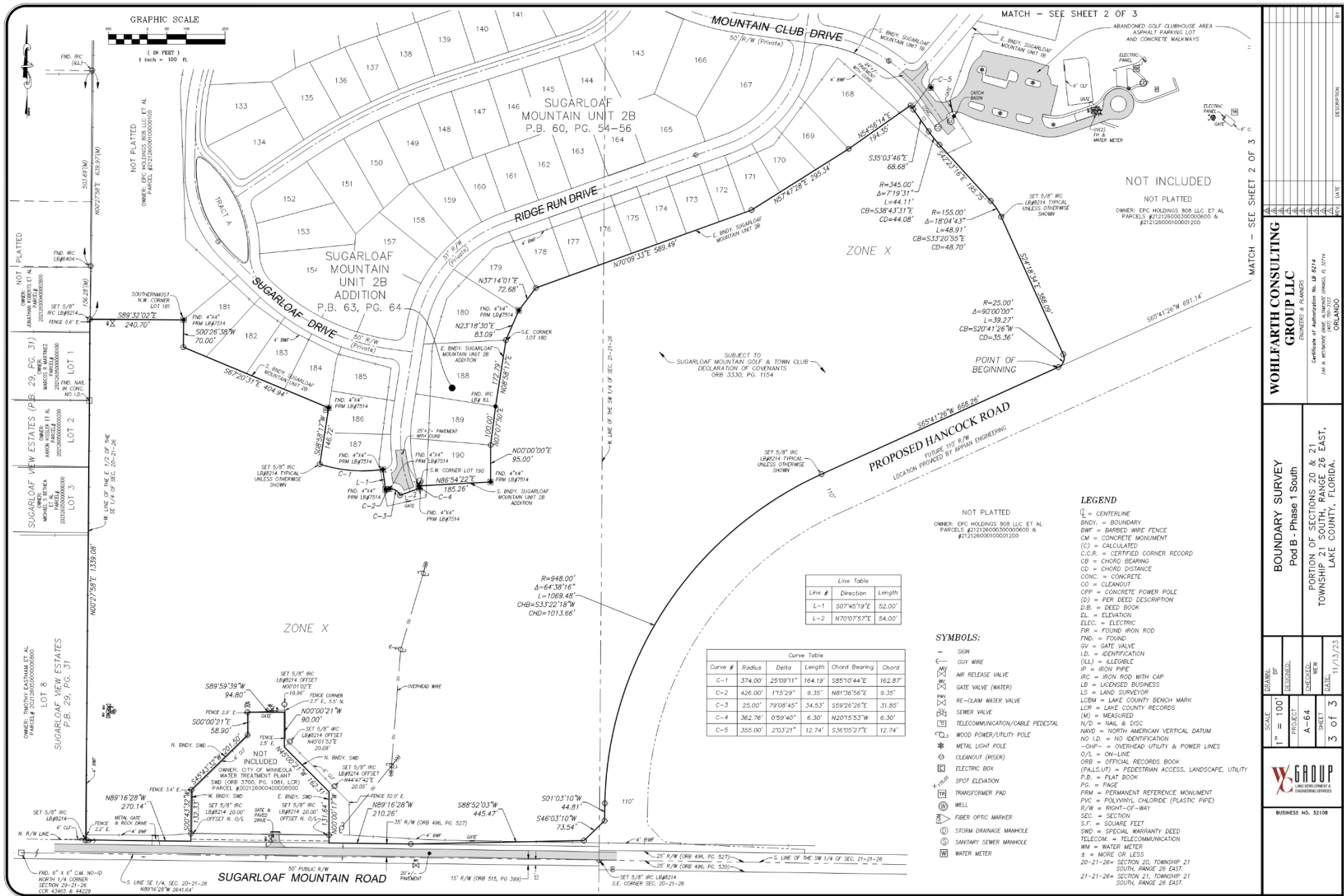
BOUNDARY SURVEY
Pod B - Phase 1 North

A PORTION OF SECTION 21
TOWNSHIP 21 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.

SCALE	DATE	BY
1" = 100'	11/13/23	2 of 2



BUSINESS NO. 52108



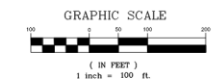
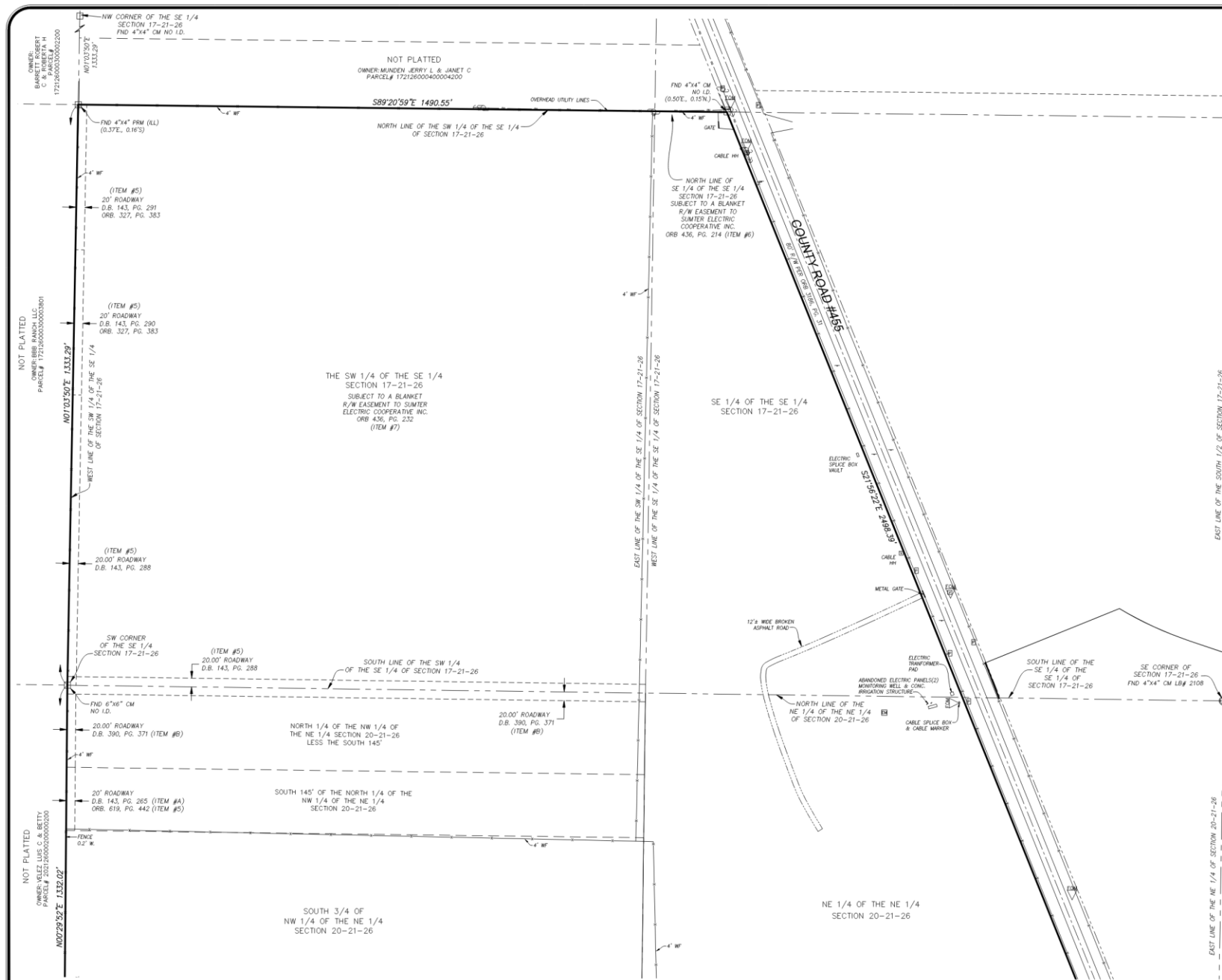
**WOHLFARTH CONSULTING
GROUP LLC**

BOUNDARY SURVEY

SCALE	DRAWN:
" = 100'	BF
	DESIGNED:

w/

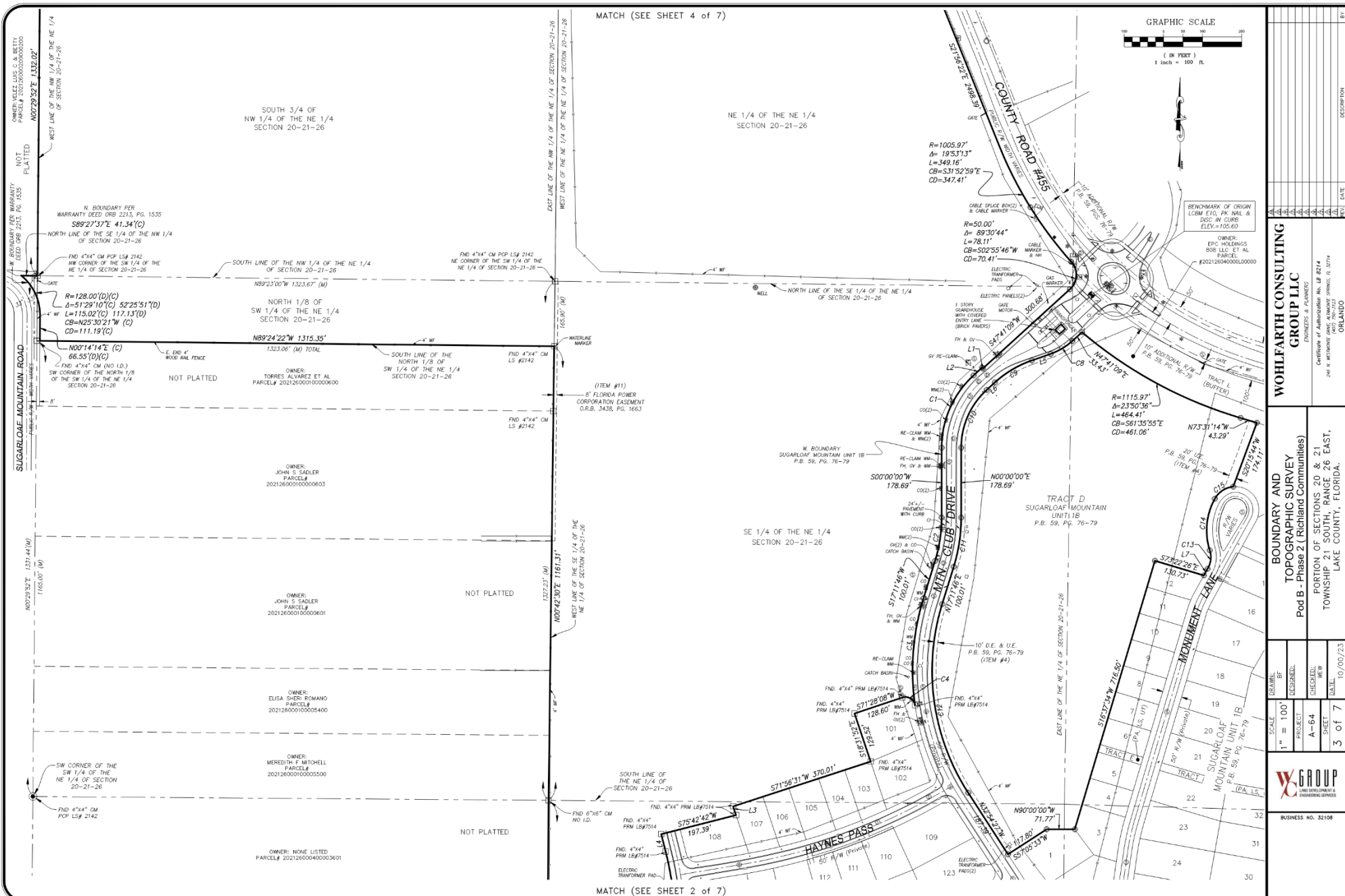
BUSINESS NO. 3210



- LEGEND**
- CL = CENTERLINE
 - BNDRY = BOUNDARY
 - BWF = BARBED WIRE FENCE
 - CM = CONCRETE MONUMENT
 - CI = CURB INLET
 - (C) = CALCULATED
 - C.C.R. = CERTIFIED CORNER RECORD
 - CONC. = CONCRETE
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 - CPP = CONCRETE POWER POLE
 - (D) = PER DEED DESCRIPTION
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 - EL. = ELEVATION
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 - GV = GATE VALVE
 - I.D. = IDENTIFICATION
 - (LL) = LEEBLE
 - IP = IRON PIPE
 - IRC = IRON ROD WITH CAP
 - LB = LICENSED BUSINESS
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 - LCBM = LAKE COUNTY BENCH MARK
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 - (M) = MEASURED
 - N/D = NAIL & DISC
 - NAVD = NORTH AMERICAN VERTICAL DATUM
 - NO I.D. = NO IDENTIFICATION
 - OHP- = OVERHEAD UTILITY & POWER LINES
 - O/L = ON-LINE
 - ORB = OFFICIAL RECORDS BOOK
 - (PALS,UT) = PEDESTRIAN ACCESS, LANDSCAPE, UTILITY
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 - R/W = RIGHT-OF-WAY
 - SEC. = SECTION
 - S.F. = SQUARE FEET
 - SWD = SPECIAL WARRANTY DEED
 - TELECOM. = TELECOMMUNICATION
 - WM = WATER METER
 - WF = WIRE FENCE
 - ± = MORE OR LESS
 - 17-21-26 = SECTION 17, TOWNSHIP 21 SOUTH, RANGE 26 EAST
 - 20-21-26 = SECTION 20, TOWNSHIP 21 SOUTH, RANGE 26 EAST
 - 21-21-26 = SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST
- SYMBOLS:**
- SIGN
 - GUY WIRE
 - AIR RELEASE VALVE
 - GATE VALVE (WATER)
 - RE-CLAM WATER VALVE
 - SEWER VALVE
 - TELECOMMUNICATION/CABLE PEDESTAL
 - WOOD POWER/UTILITY POLE
 - METAL LIGHT POLE
 - CLEANOUT (RISER)
 - CABLE HAND HOLE - VAULT
 - SPOT ELEVATION
 - TRANSFORMER PAD
 - WELL
 - FIBER OPTIC MARKER
 - STORM DRAINAGE MANHOLE
 - SANITARY SEWER MANHOLE
 - WATER METER
 - 240 — CONTOUR ELEVATION
 - ELECTRIC METER

WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS Certificate of Authorization No. LP 8214 JUL 14 2010 EXPIRATION DATE 07/14/2014 ORLANDO			
BOUNDARY AND TOPOGRAPHIC SURVEY Pod B - Phase 2 (Richland Communities)			
PORTION OF SECTIONS 20 & 21 TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.			
SCALE	GRAPHIC	PROJECT	DATE
1" = 100'	BF	A-64	10/00/23
SHEET		4 of 7	
 BUSINESS NO. 52108			

MATCH (SEE SHEET 3 of 7)



WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
Certificate of Authorization No. LB 8214
200 N. WASHINGTON ROAD, SUITE 200, WEST PALM BEACH, FL 33411
TEL: 561-833-1111 FAX: 561-833-1112

BOUNDARY AND TOPOGRAPHIC SURVEY
Pod B - Phase 2 (Richland Communities)
PORTION OF SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.

SCALE	DATE	BY
1" = 100'	10/02/23	
PROJECT	CHECKED	DATE
A-64	NEW	
SHEET	WELL	
3 of 7		

W GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

POD B PHASE 1 - NORTH

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

POD B PHASE 1 - SOUTH

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC

LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

DESCRIPTION: POD B - PHASE 2

PORTIONS OF SECTIONS 17, 20, AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°32'02" WEST, A DISTANCE OF 240.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,312.07 FEET; THENCE NORTH 00°42'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 580.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°42'30" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.31 FEET; THENCE NORTH 89°24'22" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/8 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,315.35 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 1535, OF SAID PUBLIC RECORDS, THE FOLLOWING (3) COURSES BEING ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID WARRANTY DEED; THENCE NORTH 00°14'14" EAST, A DISTANCE OF 66.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 51°29'10", A CHORD BEARING OF NORTH 25°30'21" WEST AND A CHORD DISTANCE OF 111.19 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 115.02 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 20; THENCE SOUTH 89°27'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.34 FEET; THENCE NORTH 00°29'52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 20, A DISTANCE OF 1,332.02 FEET; THENCE NORTH 01°03'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,333.29 FEET; THENCE SOUTH 89°20'59" EAST ALONG THE

NORTH LINE OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,490.55 FEET, THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 21°56'22" EAST, A DISTANCE OF 2,498.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,005.97 FEET, A CENTRAL ANGLE OF 19°53'13", A CHORD BEARING OF SOUTH 31°52'59" EAST AND A CHORD DISTANCE OF 347.41 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 349.16 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, THE FOLLOWING SIX (6) COURSES BEING ALONG THE WESTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°30'44", A CHORD BEARING OF SOUTH 02°55'46" WEST, A CHORD DISTANCE OF 70.41 FEET, FOR AN ARC LENGTH OF 78.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 300.68 FEET; THENCE NORTH 42°18'51" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°41'09", A CHORD BEARING OF SOUTH 23°50'34" WEST AND A CHORD DISTANCE OF 202.11 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 208.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 121.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD BEARING OF SOUTH 89°13'56" WEST AND A CHORD DISTANCE OF 401.23 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 407.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'31" WEST, A DISTANCE OF 627.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 145.539 ACRES (6,339,685 SQUARE FEET), MORE OR LESS.

EXHIBIT 4 – MASTER SITE PLAN

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8C

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

July 22, 2024



Provided by:

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Sugarloaf Community Development District (the "District"), located entirely within the City of Minneola, Lake County, Florida, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer's Report developed by Poulos & Bennett, LLC (the "District Engineer") and dated May 2024 (the "Engineer's Report"), which improvements set forth therein make up the CIP, as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP. Please note that the Engineer's Report describes the CIP which would be required for the District after the projected expansion of its boundaries from the current approximately 369.49 ¹+/- acres to the anticipated total of approximately 1,400 +/- acres.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the

¹ The Petition to Establish and Ordinance establishing the District erroneously listed the acreage of the District as 300.907 acres. This is intended to be corrected in a future expansion petition.

special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Sugarloaf development, a master planned residential development located entirely within the City of Minneola, Lake County, Florida (the "Development"). The land within the District currently consists of approximately 369.49 +/- acres, while an expansion area and a future parcel would account for an additional 254.466 +/- (the "Expansion Area") and 776.044 +/- acres (the "Future Parcel") respectively, for a total of 1,400 +/- acres, and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455.

2.2 The Development Program

The development of Sugarloaf is anticipated to be conducted by Richland Developers – Florida, Inc., or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions 812 residential units within the existing boundary of the District, 805

residential units within the anticipated expansion area, and 938 residential units within the future parcel for a total of 2,555 residential units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Sugarloaf.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of stormwater management system, public roadways (on-site), public roadways (off-site), water, wastewater & reclaim utilities, hardscape, landscape & irrigation, streetlights/ underground electrical lines, and recreational amenities (active & passive), along with contingency and professional costs which cumulatively are estimated by the District Engineer at \$90,698,866.81, including the costs of public infrastructure improvements necessary for the development of both the Expansion Area and the Future Parcel.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$126,465,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$126,465,000 to finance approximately \$90,698,866.81 in CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvements and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately \$126,465,000. The difference is comprised of funding a debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding and assumptions for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

5.2 Benefit Allocation

The most current development plan anticipates the development of 812 residential units within the existing boundary of the District, 805 residential units within the anticipated expansion area, and 938 residential units within the future parcel for a total of 2,555 residential units to be developed over a multi-year period in one or more development phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide

basic infrastructure for community development to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement or debt allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different product types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types, based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. Additionally, the value of the product types with greater density and greater intensity of use of infrastructure is likely to appreciate by more in terms of dollars than that of the product types with lesser density and lesser intensity of use of infrastructure as a result of the implementation of the CIP. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a

reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

If at any time, any portion of the property within the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Bond Assessments (hereinafter defined) thereon), or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

Tables 5A, 5B, and 5C in the *Appendix* present the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Tables 5A, 5B, and 5C also present the annual levels of the projected annual Bond Assessments per unit.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 369.49 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$41,788,627.03 will be preliminarily levied on approximately 369.49 +/- gross acres at a rate of \$113,098.13 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Tables 5A, 5B, and 5C in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties

within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.
- b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the District or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer, District Counsel and the District's Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond

Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of \$126,465,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Bond Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond

issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to “buy down” the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

No Bond Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the District and/or master homeowners’ association. If owned by a homeowners’ association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District’s rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Bond Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Sugarloaf Community Development District

Development Plan

Product Type	Existing District Units	Expansion Area Units	Future Parcel Units	Total Number of Units
Multifamily	0	0	175	175
Single Family 45'	345	272	340	957
Single Family 55'	313	365	336	1014
Single Family 65'	154	168	87	409
Total	812	805	938	2,555

Table 2

Sugarloaf Community Development District

Project Costs

Improvement	Existing District	Expansion Area	Future Parcel	Total Costs
Stormwater Management System	\$ 3,921,941.32	\$ 5,216,965.45	\$ 5,340,500.00	\$ 14,479,406.77
Public Roadways (onsite)	\$ 5,369,733.61	\$ 4,713,977.25	\$ 6,214,400.00	\$ 16,298,110.86
Public Roadways (offsite)	\$ -	\$ 580,000.00	\$ -	\$ 580,000.00
Water, Wastewater & Reclaim Utilities	\$ 11,145,140.27	\$ 7,662,802.38	\$ 11,652,000.00	\$ 30,459,942.65
Hardscape, Landscape & Irrigation	\$ 1,852,105.00	\$ 2,079,310.00	\$ 2,815,900.00	\$ 6,747,315.00
Streetlights/ Underground Electrical Lines	\$ 1,495,800.00	\$ 1,355,400.00	\$ 1,747,800.00	\$ 4,599,000.00
Recreational Amenities (Active & Passive)	\$ 1,676,490.00	\$ 3,243,750.00	\$ 4,369,500.00	\$ 9,289,740.00
Contingency	\$ 2,546,121.02	\$ 2,485,220.51	\$ 3,214,010.00	\$ 8,245,351.53
Total	\$ 28,007,331.22	\$ 27,337,425.59	\$ 35,354,110.00	\$ 90,698,866.81

Table 3

Sugarloaf

Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$126,465,000.00
Total Sources	\$126,465,000.00

Uses

Project Fund Deposits:	
Project Fund	\$90,698,866.81
Other Fund Deposits:	
Debt Service Reserve Fund	\$11,233,561.36
Capitalized Interest Fund	\$20,234,400.00
Delivery Date Expenses:	
Costs of Issuance	\$4,293,950.00
Rounding	\$4,221.83
Total Uses	\$126,465,000.00

Financing Assumptions

Coupon Rate: 8%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 3%
Cost of Issuance: \$500,000

Table 4

Sugarloaf

Community Development District

Benefit Allocation

Product Type	Existing District Units	ERU Weight	Total ERU	Percent of Total
Multifamily	0	0.35	0.00	0.00%
Single Family 45'	345	0.90	310.50	12.08%
Single Family 55'	313	1.10	344.30	13.40%
Single Family 65'	154	1.30	200.20	7.79%
Total	812		855.00	33.27%

Product Type	Expansion Area Units	ERU Weight	Total ERU	Percent of Total
Multifamily	0	0.35	0.00	0.00%
Single Family 45'	272	0.90	244.80	9.53%
Single Family 55'	365	1.10	401.50	15.62%
Single Family 65'	168	1.30	218.40	8.50%
Total	805		864.70	33.65%

Product Type	Future Parcel Units	ERU Weight	Total ERU	Percent of Total
Multifamily	175	0.35	61.25	2.38%
Single Family 45'	340	0.90	306.00	11.91%
Single Family 55'	336	1.10	369.60	14.38%
Single Family 65'	87	1.30	113.10	4.40%
Total	938		849.95	33.08%

Product Type	Total Number of Units	ERU Weight	Total ERU	Percent of Total
Multifamily	175	0.35	61.25	2.38%
Single Family 45'	957	0.90	861.30	33.52%
Single Family 55'	1,014	1.10	1115.40	43.41%
Single Family 65'	409	1.30	531.70	20.69%
Total	2,555		2,569.65	100.00%

Table 5A

Sugarloaf

Community Development District

Assessment Apportionment - Existing District

Product Type	Existing District Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 45'	345	\$10,959,468.47	\$15,281,218.26	\$44,293.39	\$4,230.61
Single Family 55'	313	\$12,152,479.85	\$16,944,680.99	\$54,136.36	\$5,170.75
Single Family 65'	154	\$7,066,298.19	\$9,852,817.70	\$63,979.34	\$6,110.88
Total	812	\$30,178,246.50	\$42,078,716.95		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Table 5B

Sugarloaf

Community Development District

Assessment Apportionment - Expansions Area

Product Type	Expansion Area Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 45'	272	\$8,640,508.47	\$12,047,801.06	\$44,293.39	\$4,230.61
Single Family 55'	365	\$14,171,422.19	\$19,759,771.76	\$54,136.36	\$5,170.75
Single Family 65'	168	\$7,708,688.93	\$10,748,528.40	\$63,979.34	\$6,110.88
Total	805	\$30,520,619.59	\$42,556,101.22		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Table 5C

Sugarloaf

Community Development District

Assessment Apportionment - Future Parcel

Product Type	Future Parcel Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	175	\$2,161,891.93	\$3,014,411.01	\$17,225.21	\$1,645.24
Single Family 45'	340	\$10,800,635.59	\$15,059,751.33	\$44,293.39	\$4,230.61
Single Family 55'	336	\$13,045,473.58	\$18,189,817.29	\$54,136.36	\$5,170.75
Single Family 65'	87	\$3,991,999.62	\$5,566,202.21	\$63,979.34	\$6,110.88
Total	938	\$30,000,000.72	\$41,830,181.83		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in

** Includes county collection costs estimated at 3% (subject to change) and an early collection

Exhibit “A”

Bond Assessments in the amount of \$41,788,627.03 are proposed to be levied over the area as described below:

POD B PHASE 1 - NORTH

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

POD B PHASE 1 - SOUTH

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC

LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

DESCRIPTION: POD B - PHASE 2

PORTIONS OF SECTIONS 17, 20, AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°32'02" WEST, A DISTANCE OF 240.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,312.07 FEET; THENCE NORTH 00°42'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 580.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°42'30" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.31 FEET; THENCE NORTH 89°24'22" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/8 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,315.35 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 1535, OF SAID PUBLIC RECORDS, THE FOLLOWING (3) COURSES BEING ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID WARRANTY DEED; THENCE NORTH 00°14'14" EAST, A DISTANCE OF 66.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 51°29'10", A CHORD BEARING OF NORTH 25°30'21" WEST AND A CHORD DISTANCE OF 111.19 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 115.02 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 20; THENCE SOUTH 89°27'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.34 FEET; THENCE NORTH 00°29'52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 20, A DISTANCE OF 1,332.02 FEET; THENCE NORTH 01°03'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,333.29 FEET; THENCE SOUTH 89°20'59" EAST ALONG THE

NORTH LINE OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,490.55 FEET, THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 21°56'22" EAST, A DISTANCE OF 2,498.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,005.97 FEET, A CENTRAL ANGLE OF 19°53'13", A CHORD BEARING OF SOUTH 31°52'59" EAST AND A CHORD DISTANCE OF 347.41 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 349.16 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, THE FOLLOWING SIX (6) COURSES BEING ALONG THE WESTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°30'44", A CHORD BEARING OF SOUTH 02°55'46" WEST, A CHORD DISTANCE OF 70.41 FEET, FOR AN ARC LENGTH OF 78.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 300.68 FEET; THENCE NORTH 42°18'51" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°41'09", A CHORD BEARING OF SOUTH 23°50'34" WEST AND A CHORD DISTANCE OF 202.11 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 208.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 121.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD BEARING OF SOUTH 89°13'56" WEST AND A CHORD DISTANCE OF 401.23 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 407.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'31" WEST, A DISTANCE OF 627.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 145.539 ACRES (6,339,685 SQUARE FEET), MORE OR LESS.

Exhibit “B”

The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, listed below are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

Parcel ID	Owner	Address	City State Zip
282126000200001000	DRP Solaris Multistate, LLC	590 Madison Ave, FL 13	New York, NY 10022
292126000200003000	DRP Solaris Multistate, LLC	590 Madison Ave, FL 13	New York, NY 10022
292126000200000000	EPC Holdings 808, LLC	3161 Michelson Dr, Ste 425	Irvine, CA 92612

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8D

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the “Board”) of the Sugarloaf Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the District’s *Master Engineer’s Report*, dated July 2024, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes (the “Assessments”); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Special Assessment Methodology Report*, dated July 22, 2024, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District Records Office”); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

1. Assessments shall be levied to defray a portion of the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$28,007,331.22 (the "Estimated Cost").
4. The Assessments will defray approximately \$41,788,627.04, which amounts include the Estimated Costs, plus financing-related costs, capitalized interest and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Lake County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 22nd day of July, 2024.

ATTEST:

**SUGARLOAF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8E

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2024, AT _____ .M. AT _____, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Sugarloaf Community Development District (the "Board") has previously adopted Resolution 2024-08 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2024-08, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 (the "District Records Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held at _____ .m. on _____, 2024, at _____, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Lake County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 22nd day of July, 2024.

ATTEST:

**SUGARLOAF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

8F

RESOLUTION NO. 2024-10

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$126,465,000 SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES; APPROVING THE FORM OF A MASTER TRUST INDENTURE; APPOINTING A TRUSTEE, REGISTRAR AND PAYING AGENT; APPROVING A CAPITAL IMPROVEMENT PROGRAM; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Sugarloaf Community Development District (the "Board" and the "District" respectively) has determined to proceed at this time with the validation of not to exceed \$126,465,000 in principal amount of Sugarloaf Community Development District Capital Improvement Revenue Bonds in one or more Series (collectively, the "Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of the first day of the first month in which the first Bonds are issued thereunder (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), to be amended and supplemented by supplemental trust indentures relating to one or more Series of Bonds (the "Supplemental Indentures"), between the District and the Trustee (collectively, the Master Indenture as amended and supplemented from time to time by the Supplemental Indentures is hereinafter referred to as the "Indenture");

WHEREAS, the Bonds are to be issued to pay all or a part of the costs of the design, permitting, acquisition, construction and installation of certain improvements and facilities and associated professional fees and incidental costs, all as permitted by Chapter 190, Florida Statutes, and as described generally in Exhibit A (the "Capital Improvement Program");

WHEREAS, the Board finds that the provision of the Capital Improvement Program is an appropriate public purpose and is in the best interests of the District, its landowners and residents; and

WHEREAS, in conjunction with the commencement of the validation proceedings relating to the Bonds, it is necessary to approve the form of the Master Indenture and to provide for various other matters with respect to the Bonds;

NOW, THEREFORE, BE IT RESOLVED that

1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

2. Master Indenture; Appointment of Trustee, Registrar and Paying Agent. Attached hereto as Exhibit B is the form of Master Indenture, which form is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Board in a subsequent resolution or resolutions authorizing the issuance of a specific Series of Bonds thereunder. U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida is hereby appointed as Trustee, Registrar and Paying Agent under the Master Indenture.

3. Description of Bonds. The Bonds shall be dated, shall be in the aggregate principal amount not to exceed \$126,465,000, shall mature, shall be subject to mandatory and optional redemption on the terms, at the times and prices and in the manner, and shall bear interest at the rates to be provided in the Supplemental Indenture relating to the respective Series of Bonds and in the subsequent resolution or resolutions establishing the details of the Bonds. The Bonds shall be initially signed by the manual or facsimile signature of the Chairman or Vice Chairman and initially countersigned by the manual or facsimile signature of the Secretary or Assistant Secretary and shall be authenticated by the manual signature of the Trustee. The Bonds shall be in the general form of Bonds which shall be attached to the relevant Supplemental Indenture. The Bonds, when executed and delivered by the District, shall be the legal, valid, binding obligations of the District, enforceable in accordance with their terms.

The Bonds, and interest thereon, shall not be deemed to constitute a debt, liability or obligation of the State of Florida, or of any political subdivision thereof but shall be solely payable from Assessments, as defined in the Indenture. Neither the full faith and credit, nor any taxing power of the District, the City of Minneola, Florida, Lake County, Florida, or the State of Florida, or of any political subdivision thereof is pledged for the payment of the principal of or interest on the Bonds, except for special assessments to be assessed and levied by the District to secure and pay the Bonds.

4. Approval of Capital Improvement Program. The Capital Improvement Program set forth as Exhibit A hereto is hereby approved as encompassing the scope and nature of the capital improvements which may be undertaken by the District from the proceeds of the Bonds. The actual projects which are components of the Capital Improvement Program to be undertaken by the District shall be established in subsequent reports of the Consulting Engineer to

the District and set forth in the Supplemental Indentures relating to Series of Bonds which may be issued by the District.

5. Commencement of Validation Proceedings. Kutak Rock LLP, the District's General Counsel, is hereby authorized to file a complaint in the Circuit Court in and for Lake County, Florida, against the State of Florida, and the taxpayers, property owners, and citizens of the District, including non-residents owning property or subject to taxation therein, and all others having or claiming any right, title, or interest in property to be affected by the issuance of the Bonds or to be affected in any way thereby in accordance with the provisions of Chapter 75, Florida Statutes, and to take any and all further action which shall be necessary in order to achieve a final non-appealable order of validation with respect to the Bonds.

The Chairman or Vice Chairman or any other member of the Board is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The officers and agents of the District, including without limitation, the District Manager, Consulting Engineer, and the methodology consultant to the District are hereby also authorized to offer testimony for and on behalf of the District in connection with such proceedings.

6. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the commencement of the validation proceedings for the Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

7. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary, and all other members, officers and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds and the consummation of all transactions in connection therewith, including the execution of all necessary or desirable certificates, documents, papers, and agreements and the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture and this Resolution.

Notwithstanding anything herein to the contrary, no Series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or Supplemental Indenture fixing the details of such Series of Bonds, whether specified by the Board or delegated to a Designated Member, as may be defined in such subsequent resolution.

8. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Sugarloaf Community Development District, this 22nd day of July, 2024.

**SUGARLOAF COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chairman/Vice Chairman,
Board of Supervisors

Exhibit A – Description of Capital Improvement Program

Exhibit B – Form of Master Trust Indenture

EXHIBIT A

DESCRIPTION OF CAPITAL IMPROVEMENT PROGRAM

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:
POULOS & BENNETT

July 2024

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan ("CIP") and estimated costs of the CIP, for the Sugarloaf Community Development District ("District").

2. GENERAL SITE DESCRIPTION

The District consists of the existing boundary of 369.49 acres of land, an expansion area of 254.466 acres of land and a future parcel of approximately 776.044 acres of land. The District is located entirely within the City of Minneola, Florida and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development, which is currently planned for 2,555 residential units. The following chart shows the planned product types for the District:

PRODUCT TYPES

Product Type	Existing District	Expansion Area	Future Parcel	District Totals
Multi-Family	0	0	175	175
45' Single Family	345	272	340	957
55' Single Family	313	365	336	1014
65' Single Family	154	168	87	409
TOTAL UNITS	812	805	938	2555

The CIP infrastructure for the project includes:

Stormwater Management System:

The stormwater collection and outfall systems are a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements established by the St. Johns River Water Management District (SJRWMD) and City of Minneola for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception of the inlets and storm sewer systems that may be part of dedicated rights-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of spreading fill across private lots.

Environmental Conservation/Mitigation

There are environmentally sensitive lands within the District which may require impact in association with the proper construction of the District's infrastructure. The District will provide onsite conservation areas in order to offset wetland impacts associated with the construction of the development. The District will be responsible for the design, permitting, mitigation,

construction, maintenance, and government reporting of the environmental mitigation. Additionally, there is a cost associated with removal of gopher tortoises for mitigation. These costs are included within the CIP.

Public Roadways (Onsite)

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable City design requirements.

All internal roadways may be financed by the District, and dedicated to the City for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation, hardscape/landscape/irrigation and stormwater improvements behind such gated areas).

Public Roadways (Offsite)

The Project includes offsite roadway improvements to serve the subdivision. These improvements include, but are not limited to, turn lanes, traffic signals, roundabouts, pedestrian facilities and multi-use trails. The improvements will be designed in accordance with Lake County standards. The improvements will be constructed by the District and then dedicated to the County for operation and maintenance.

Water, Wastewater & Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. The water main connection will be made at or near the intersection of North Hancock Road and CR 561. Potable water distribution system shall be extended north along North Hancock Road and then west along CR 455 as needed to provide service to all District lands. Offsite potable water distribution facilities will be located on District lands within utility easements dedicated to the City.

Wastewater improvements for the project will include an onsite gravity collection system, sanitary sewer lift stations, and onsite and offsite force main transmission lines. Onsite force mains will be located within the public rights-of-way. Offsite force main extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

Similarly, reclaim water distribution systems will be constructed onsite and offsite to provide service for irrigation throughout the community. Onsite reclaim water distribution systems will be located within the public rights-of-way. Offsite reclaim water distribution system extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

The water distribution, reuse distribution and wastewater collection systems have points of connections outside of the District boundary to existing utility infrastructure. The existing water,

reuse and sewer infrastructure will need to be extended in order to provide service to the District. These connections are required elements for the systems to function. Therefore, the offsite extensions and connections to the existing utility infrastructure are included within the CIP.

The water and reclaim system and wastewater collection systems for all phases will be completed by the District and then dedicated to the City for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape & Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The District must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the City, will be maintained pursuant to a right-of-way agreement to be entered into with the City. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, will not be financed by the District and instead will be privately installed and maintained.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with SECO (the local utility provider) and will fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP. The street lighting system will be constructed in cooperation with the City of Minneola, SECO and the Developer.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District will fund the cost to trench the onsite and/or offsite underground installation and the costs associated with light pole installations within Lake County rights-of-way of North Hancock Road, CR 455 and/or Sugarloaf Mountain Road. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities (Active & Passive):

In conjunction with the construction of the CIP, the District intends to construct a clubhouse and other amenity facilities including, but not limited to, multi-use paths, pedestrian paths, sports field and nature viewing stations. Alternatively, the Developer may privately fund such facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the exclusive benefit of the owners subject to that Association. The District will own and maintain the foregoing improvements.

Professional Services

The CIP also includes various professional services. These include but are not limited to: (i) engineering, landscape architecture, surveying, geotechnical engineering and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer may elect to retain such credits if the developer provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash pay down of certain debt assessments.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP will be obtained or are currently under review by respective governmental authorities, and include the following:

- a. City of Minneola
- b. Lake County, Florida
- c. St. Johns River Water Management District (SJRWMD)
- d. Florida Department of Environmental Protection (FDEP)
- e. Federal Emergency Management Agency (FEMA)
- f. Florida Fish and Wildlife Conservation Commission (FWC)
- g. Lake Apopka Gas

5. OPINION OF PROBABLE CONSTRUCTION COSTS / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth below are reasonable and generally consistent with market pricing.

OPINION OF PROBABLE COST

Improvement	Existing District	Expansion Area	Future Parcel	Financing Entity	O&M Entity
Stormwater Management System	\$3,921,941.32	\$5,216,965.45	\$5,340,500.00	CDD	CDD
Public Roadways (onsite)	\$5,369,733.61	\$4,713,977.25	\$6,214,400.00	CDD	City
Public Roadways (offsite)	\$0.00	\$580,000.00	\$0.00	CDD	County
Water, Wastewater & Reclaim Utilities	\$11,145,140.27	\$7,662,802.38	\$11,652,000.00	CDD	City
Hardscape, Landscape & Irrigation	\$1,852,105.00	\$2,079,310.00	\$2,815,900.00	CDD	CDD
Streetlights/Underground Electrical Lines	\$1,495,800.00	\$1,355,400.00	\$1,747,800.00	CDD	SECO
Recreational Amenities (Active & Passive)	\$1,676,490.00	\$3,243,750.00	\$4,369,500.00	CDD	CDD
Contingency	\$2,546,121.02	\$2,485,220.51	\$3,214,010.00	CDD	N/A
SUB-TOTAL	\$28,007,331.22	\$27,337,425.59	\$35,354,110.00	CDD	
DISTRICT TOTAL	\$90,698,866.81				

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

- b. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
- c. The master developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP), the District or a third-party.
- d. At the master developer's option, a third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing a series of bonds to fund all or a portion of the Capital Improvement Plan.

It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years; and
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The labor market, future costs of equipment

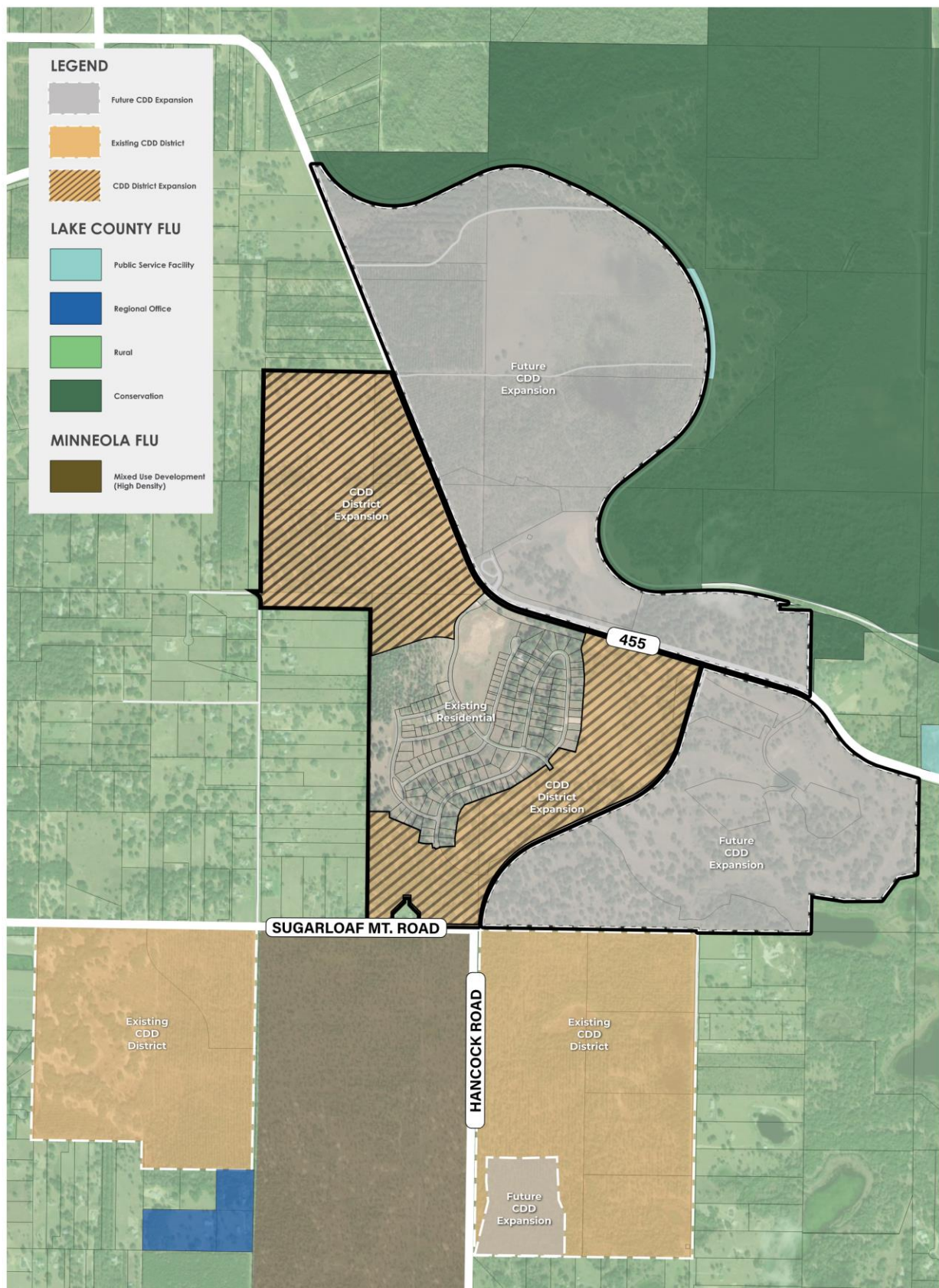
and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Marc D. Stehli, P.E.
District Engineer
Date: July 18, 2024

EXHIBITS

EXHIBIT 1 - LOCATION MAP



Copyright 2024

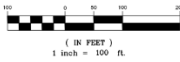
Aerial photography circa 2024

SUGARLOAF PROPERTY • CDD BOUNDARY MAP

EXHIBIT 2 – CDD BOUNDARY

EXHIBIT 3 – BOUNDARY AND LEGAL DESCRIPTION

GRAPHIC SCALE

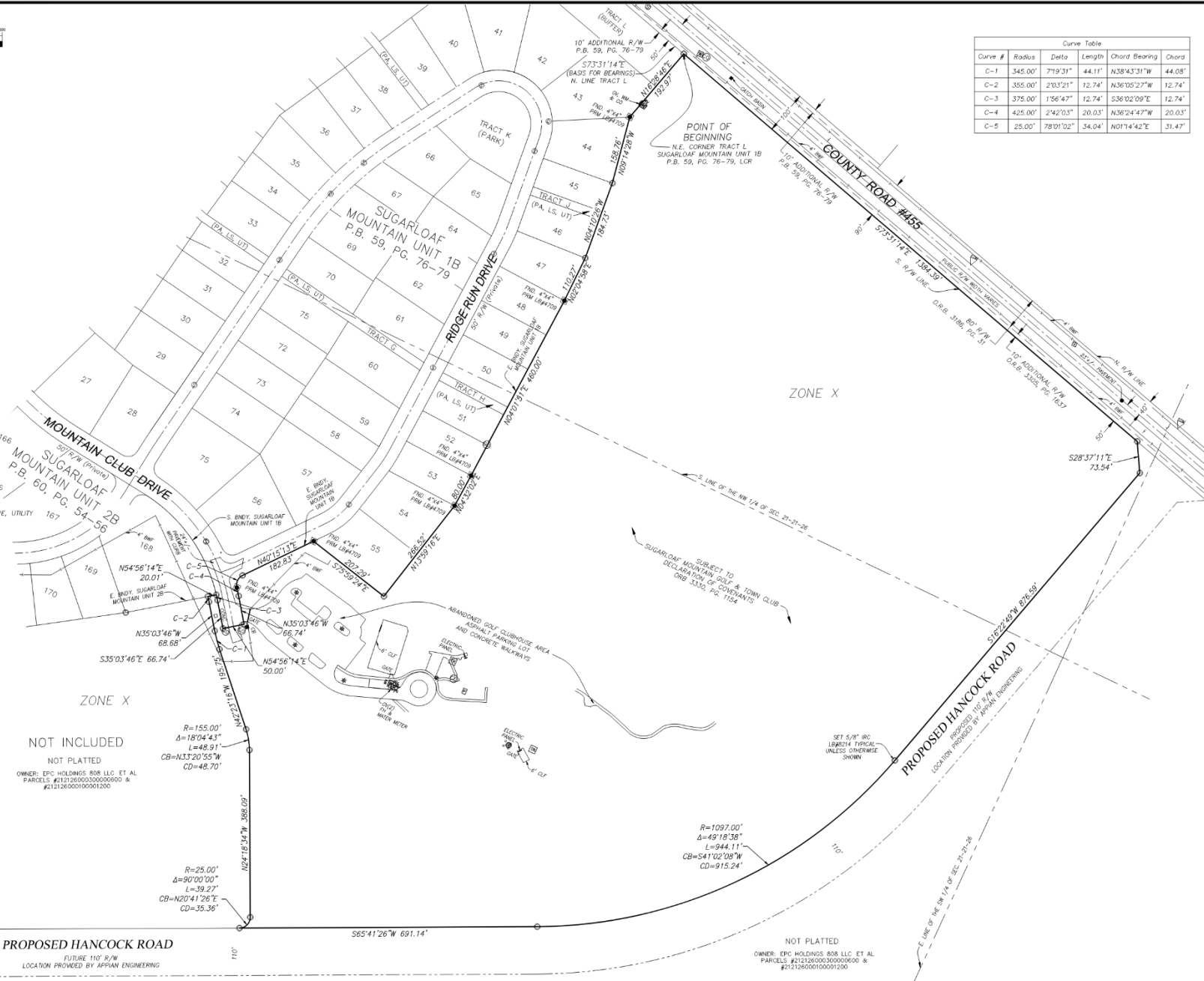


LEGEND

- CL = CENTERLINE
- BNRY = BOUNDARY
- BWF = BARBED WIRE FENCE
- CM = CONCRETE MONUMENT
- (C) = CALCULATED
- C.C.R. = CERTIFIED CORNER RECORD
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- CONC. = CONCRETE
- CO = CLEANTOUT
- CRP = CONCRETE POWER POLE
- (D) = PER DEED DESCRIPTION
- D.B. = DEED BOOK
- EL = ELEVATION
- ELEC. = ELECTRIC
- FIR = FOUND IRON ROD
- FND. = FOUND
- GV = GATE VALVE
- I.D. = IDENTIFICATION
- (ILL) = ILLIGIBLE
- IP = IRON PIPE
- IRC = IRON ROD WITH CAP
- LB = LICENSED BUSINESS
- LS = LAND SURVEYOR
- L.C.M. = LAKE COUNTY BENCH MARK
- L.C.R. = LAKE COUNTY RECORDS
- (M) = MEASURED
- N/D = NAIL & DISC
- NAVD = NORTH AMERICAN VERTICAL DATUM
- NO I.D. = NO IDENTIFICATION
- OHP- = OVERHEAD UTILITY & POWER LINES
- O.A. = ON-LINE
- ORB = OFFICIAL RECORDS BOOK
- (P.A.L.S.U.T) = PEDESTRIAN ACCESS, LANDSCAPE, UTILITY
- P.S. = PLAT BOOK
- P.G. = PAGE
- PRM = PERMANENT REFERENCE MONUMENT
- PVC = POLYVINYL CHLORIDE (PLASTIC PIPE)
- R/W = RIGHT-OF-WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- SND = SPECIAL WARRANTY DEED
- TELECOM. = TELECOMMUNICATION
- WM = WATER METER
- ± = MORE OR LESS
- 21-21-26 = SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST.

SYMBOLS:

- SIGN
- GUY WIRE
- AIR RELEASE VALVE
- GATE VALVE (WATER)
- RE-CLAIM WATER VALVE
- SEWER VALVE
- TELECOMMUNICATION/CABLE PEDESTAL
- WOOD POWER/UTILITY POLE
- METAL LIGHT POLE
- CLEANTOUT (RISER)
- ELECTRIC BOX
- SPOT ELEVATION
- TRANSFORMER PAD
- WELL
- FIBER OPTIC MARKER
- STORM DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- WATER METER



Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C-1	345.00'	71°19'31"	44.11'	N38°43'31"W 44.08'
C-2	355.00'	2°03'21"	12.74'	N36°05'27"W 12.74'
C-3	375.00'	1°56'47"	12.74'	S36°02'09"E 12.74'
C-4	425.00'	2°42'03"	20.03'	N36°24'47"W 20.03'
C-5	25.00'	78°01'02"	34.04'	N01°14'42"E 31.47'

WOHLARTH CONSULTING GROUP LLC

Surveyors & Engineers

Certificate of Authorization No. 18 8214

200 N. E. 10th Avenue, Suite 17, 33174

ORLANDO

BOUNDARY SURVEY

Pod B - Phase 1 North

A PORTION OF SECTION 21

TOWNSHIP 21 SOUTH, RANGE 26 EAST,

LAKE COUNTY, FLORIDA.

DATE

11/13/23

SCALE

1" = 100'

PROJECT

A-64

SHEET

2 of 2

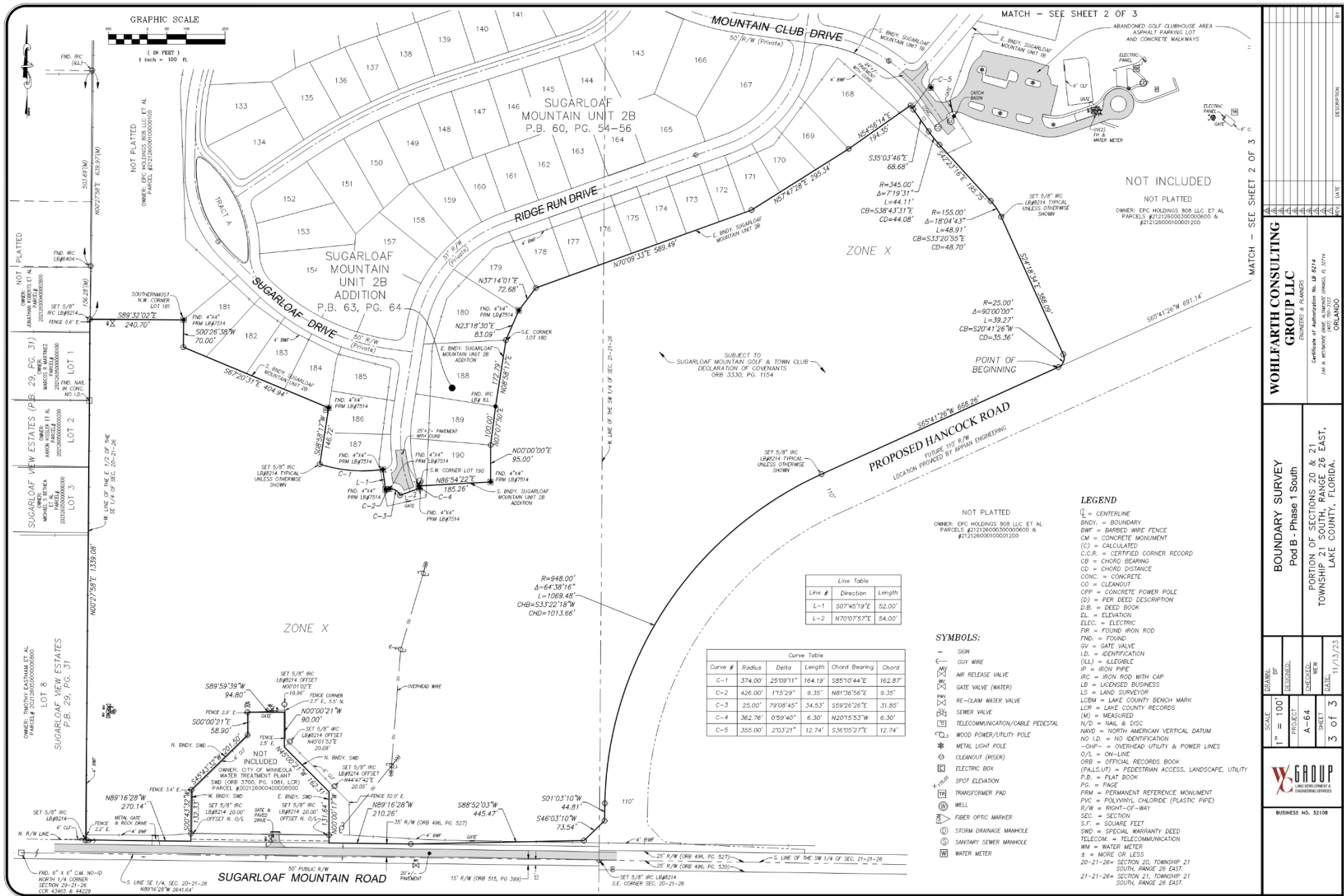
VG GROUP

LAND DEVELOPMENT & ENGINEERING SERVICES

BUSINESS NO. 52108

OWNER: EPC HOLDINGS 808 LLC ET AL

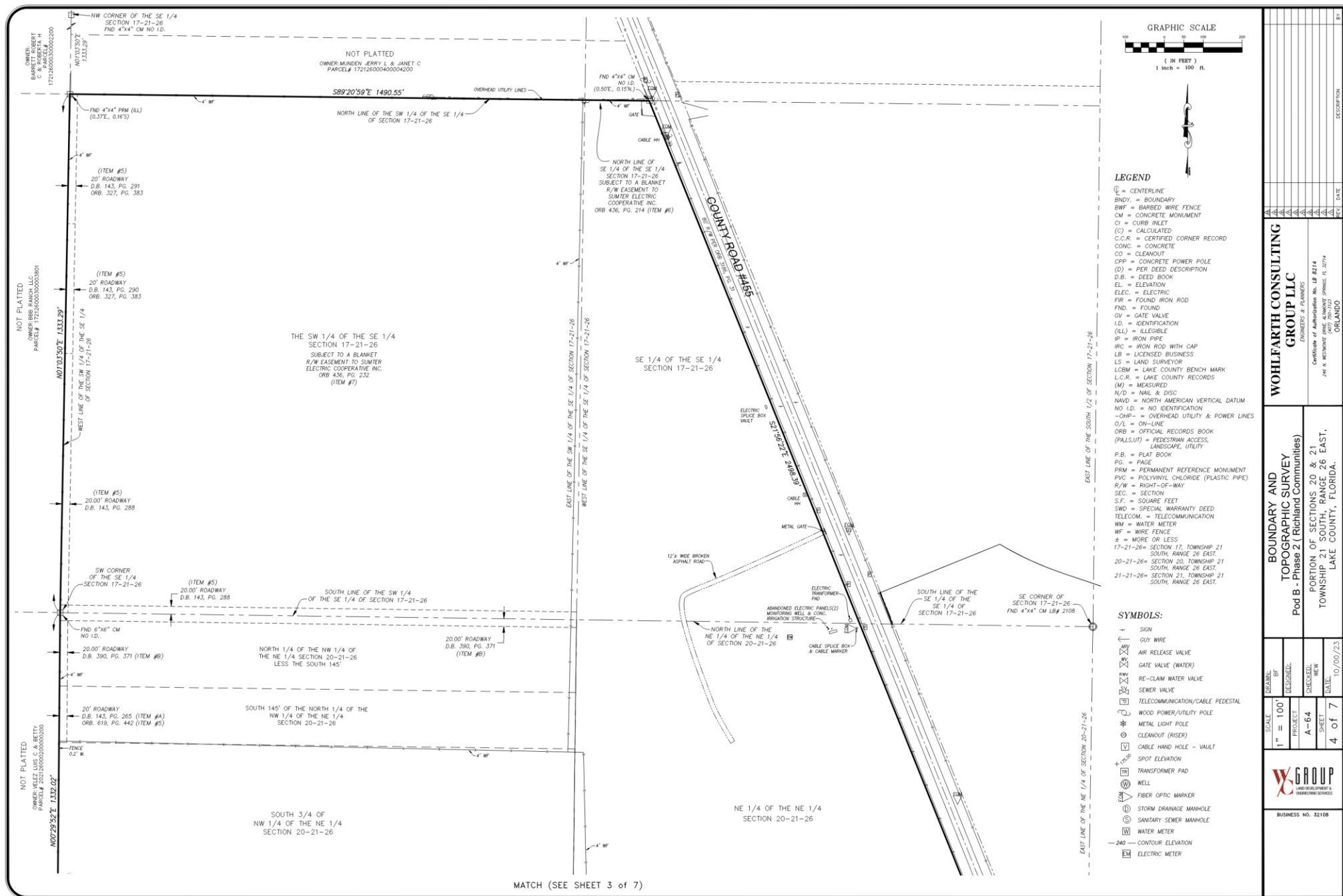
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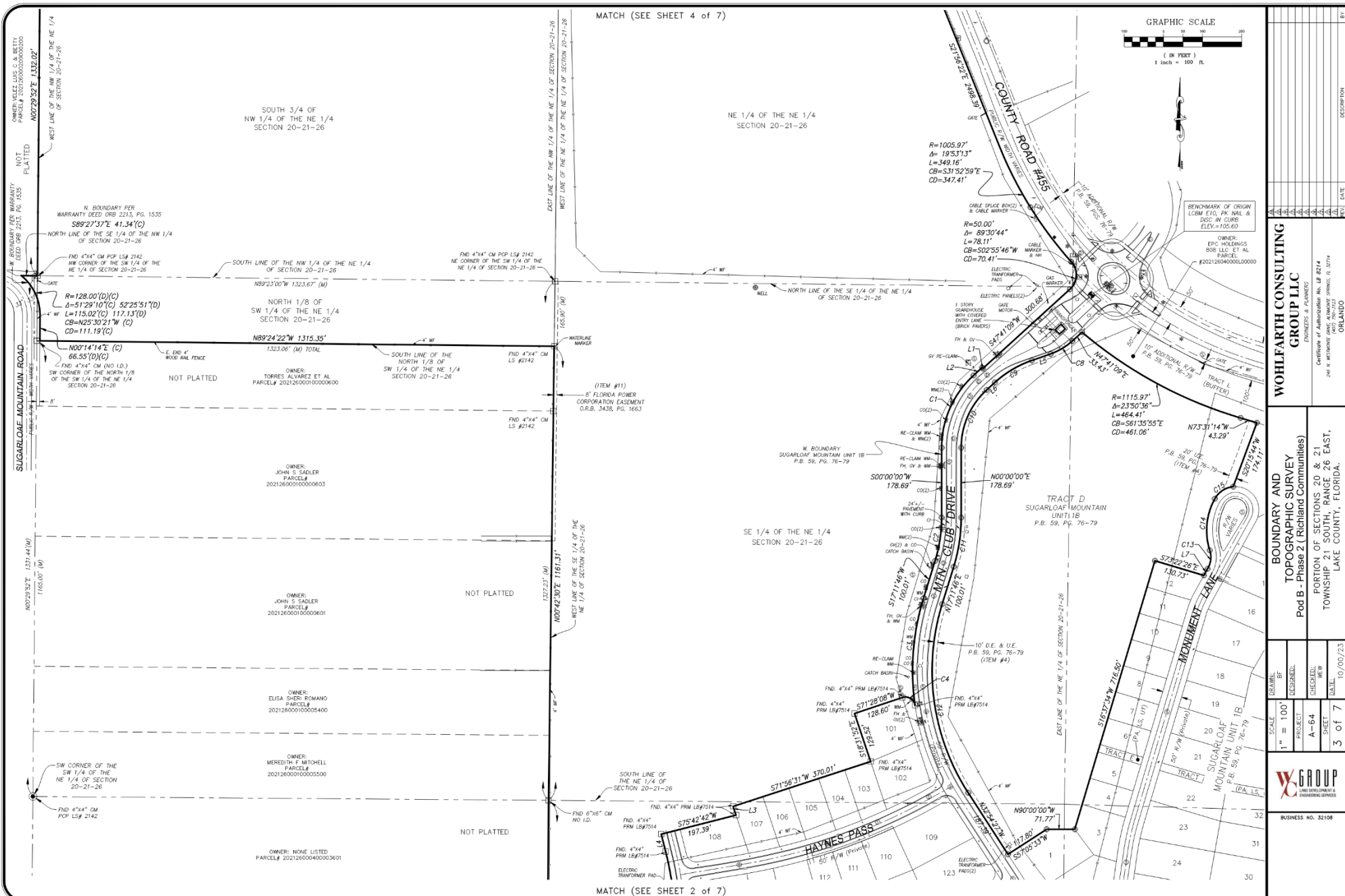


WOHLFARTH CONSULTING GROUP INC.

BOUNDARY SURVEY
Pod B - Phase 1 South

 WY GROUP LAND DEVELOPMENT & ENGINEERING SERVICES	SCALE	GRAPHIC
	1" = 100'	BY
	PROJECT	DESIGNED
	A-64	CHECKED NEW
	SHEET	DATE
	3 of 3	11/13/23





WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
Certificate of Authorization No. LB 8214
200 N. WILSON ROAD, SUITE 200, WEST PALM BEACH, FL 33411
TEL: 561-833-1111 FAX: 561-833-1112

BOUNDARY AND TOPOGRAPHIC SURVEY
Pod B - Phase 2 (Richland Communities)
PORTION OF SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.

SCALE	DATE	BY
1" = 100'	10/02/23	
PROJECT	CHECKED	DATE
A-64	NEW	
SHEET	WELL	
3 of 7		

W GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES
BUSINESS NO. 32108

POD B PHASE 1 - NORTH

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

POD B PHASE 1 - SOUTH

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC

LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

DESCRIPTION: POD B - PHASE 2

PORTIONS OF SECTIONS 17, 20, AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°32'02" WEST, A DISTANCE OF 240.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,312.07 FEET; THENCE NORTH 00°42'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 580.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°42'30" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.31 FEET; THENCE NORTH 89°24'22" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/8 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,315.35 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 1535, OF SAID PUBLIC RECORDS, THE FOLLOWING (3) COURSES BEING ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID WARRANTY DEED; THENCE NORTH 00°14'14" EAST, A DISTANCE OF 66.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 51°29'10", A CHORD BEARING OF NORTH 25°30'21" WEST AND A CHORD DISTANCE OF 111.19 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 115.02 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 20; THENCE SOUTH 89°27'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.34 FEET; THENCE NORTH 00°29'52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 20, A DISTANCE OF 1,332.02 FEET; THENCE NORTH 01°03'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,333.29 FEET; THENCE SOUTH 89°20'59" EAST ALONG THE

NORTH LINE OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,490.55 FEET, THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 21°56'22" EAST, A DISTANCE OF 2,498.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,005.97 FEET, A CENTRAL ANGLE OF 19°53'13", A CHORD BEARING OF SOUTH 31°52'59" EAST AND A CHORD DISTANCE OF 347.41 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 349.16 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, THE FOLLOWING SIX (6) COURSES BEING ALONG THE WESTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°30'44", A CHORD BEARING OF SOUTH 02°55'46" WEST, A CHORD DISTANCE OF 70.41 FEET, FOR AN ARC LENGTH OF 78.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 300.68 FEET; THENCE NORTH 42°18'51" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°41'09", A CHORD BEARING OF SOUTH 23°50'34" WEST AND A CHORD DISTANCE OF 202.11 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 208.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 121.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD BEARING OF SOUTH 89°13'56" WEST AND A CHORD DISTANCE OF 401.23 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 407.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'31" WEST, A DISTANCE OF 627.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 145.539 ACRES (6,339,685 SQUARE FEET), MORE OR LESS.

EXHIBIT 4 – MASTER SITE PLAN

EXHIBIT B

FORM OF MASTER TRUST INDENTURE

MASTER TRUST INDENTURE

BETWEEN

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

AND

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE**

Dated as of [Dated Date]

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EXHIBIT A – FORM OF REQUISITION

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE is dated as of [Dated Date], between **SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association and having the authority to exercise corporate trust powers, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Section 190.022 of the Act, to levy and collect special assessments therefor as provided in Chapter 170, Florida Statutes, and to levy and collect user charges and fees therefor as provided in Section 190.011, Florida Statutes; and

WHEREAS, additionally, the District has the power and authority under the Act to levy and collect Benefit Special Assessments (hereinafter defined) and Operation and Maintenance Assessments (hereinafter defined); and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereinafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within and without the boundaries of the District; and

WHEREAS, the execution and delivery of the Bonds (hereinafter defined) and of this Master Indenture (hereinafter defined) have been duly authorized by the Governing Body (hereinafter defined) of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done;

**NOW, THEREFORE, THIS MASTER TRUST INDENTURE
WITNESSETH:**

GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds by the Owners (hereinafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of this Master Indenture, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereinafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (a) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (b) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture, the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and

all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereinafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that (a) this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) the Bonds of a Series are to be issued, authenticated and delivered, and the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

ARTICLE I DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Accountant" shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

"Accountant's Certificate" shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountant) from time to time selected by the District.

"Accounts" shall mean all accounts created hereunder or pursuant to a Supplemental Indenture, except the Series Rebate Account within the Rebate Fund.

"Accreted Value" shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places)

equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Capital Appreciation Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Capital Appreciation Bond as of such date shall be the amount determined by compounding the Accreted Value of such Capital Appreciation Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a 360-day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) 180. A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

"Acquisition and Construction Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Act" shall mean Chapter 190, Florida Statutes, as amended from time to time.

"Additional Bonds" shall mean Bonds ranking on a parity with a Series of Bonds issued under a Supplemental Indenture, provided that such Supplemental Indenture allows for the issuance of parity Bonds.

"Amortization Installments" shall mean the moneys required to be deposited in a Series Sinking Fund Account within a Series Debt Service Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

"Assessments" shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments

and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Authorized Denomination" shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of \$5,000 or any integral multiple thereof.

"Authorized Officer" shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

"Beneficial Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its nominee, Cede & Co., of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Benefit Special Assessments" shall mean benefit special assessments levied and collected in accordance with Section 190.021(2) of the Act, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Bond Anticipation Notes" shall mean bond anticipation notes issued pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds and in a principal amount not exceeding the principal amount of such anticipated Series of Bonds.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

"Bond Registrar" shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registration books of the District reflecting the names, addresses, and other identifying information of the Owners of Bonds of such Series.

"Bond Year" shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

"Bonds" shall mean the Outstanding Bonds of all Series.

"Business Day" shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office

of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed.

"Capital Appreciation Bonds" shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

"Capitalized Interest" shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of the Series Project to be funded by such Series of Bonds, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series of Bonds.

"Chairman" shall mean the Chairman or Vice Chairman of the Governing Body of the District, or his or her designee, or the person succeeding to his or her principal functions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"Completion Bonds" shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

"Connection Fees" shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

"Consulting Engineer" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

"Continuing Disclosure Agreement" shall mean a Continuing Disclosure Agreement, by and among the District, the dissemination agent named therein, and any other "obligated person" under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

"Cost" or "Costs" as applied to a Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating

thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof.

"Credit Facility" or "Liquidity Facility" shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit Facility or Liquidity Facility if then in effect.

"Current Interest Bonds" shall mean Bonds of a Series the interest on which is payable at least annually.

"Date of Completion" with respect to a Series Project shall mean: (a) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (b) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

"Debt Service" shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

"Debt Service Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are not paid when due, including any applicable grace period under State law or District proceedings.

"Depository" shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

"Direct Billed" shall mean Assessments, Benefit Special Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

"District" shall mean the Sugarloaf Community Development District, a community development district established pursuant to the Act, or any successor thereto which succeeds to the obligations of the District hereunder.

"DTC" shall mean The Depository Trust Company, and its successors and assigns.

"Engineer's Certificate" shall mean a certificate of the Consulting Engineer or of such other engineer or firm of engineers having a favorable reputation for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

"Event of Default" shall mean any of the events described in Section 902 hereof.

"Federal Securities" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (a) Government Obligations, (b) any Tax-Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax-Exempt Obligations, (c) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust, and (d) investment agreements at least one hundred percent (100%) collateralized by obligations described in clauses (a), (b) or (c) above.

"Fiscal Year" shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"Funds" shall mean all funds, except the Rebate Fund, created pursuant to Section 502 hereof.

"Governing Body" shall mean the Board of Supervisors of the District.

"Government Obligations" shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

"Indenture" shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures and shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

"Insurer" shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

"Interest Payment Date" shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

"Investment Obligations" shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Bond Anticipation Notes or Bonds, any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(a) Government Obligations;

(b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government-sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(c) Direct and general obligations of any state of the United States, the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P;

(e) Bank or broker repurchase agreements fully secured by securities specified in (a) or (b) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;

(f) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(g) Any short-term government fund or any money market fund whose assets consist of (a), (b) and (c) above;

(h) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P;

(i) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee;

(j) Obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement; and

(k) The Local Government Surplus Funds Trust Fund as described in Section 218.405, Florida Statutes, or the corresponding provisions of subsequent laws.

Under all circumstances, the Trustee shall be entitled to rely on the direction of an Authorized Officer that any investment directed by the District is permitted under the Indenture and is a legal investment for funds of the District.

"Letter of Credit Agreement" shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

"Liquidity Agreement" shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds of a Series then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

"Master Indenture" shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

"Maturity Amount" shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Operation and Maintenance Assessments" shall mean assessments described in Section 190.021(3) or 190.022(1) of the Act, for the maintenance of District facilities or the operations of the District.

"Option Bonds" shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(d) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI hereof.

"Owner" or "Owners" shall mean the registered owners from time to time of Bonds.

"Paying Agent" shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

"Pledged Funds" shall mean all of the Series Pledged Funds.

"Pledged Revenues" shall mean all of the Series Pledged Revenues.

"Prepayments" shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due, including but not limited to "true-up payments" due as part of the Assessments or an applicable agreement. Interest may be required to be paid with a Prepayment, but for purposes of this definition, Prepayments shall not include any interest paid on such Assessments.

"Property Appraiser" shall mean the Property Appraiser of Lake County, Florida, or the person succeeding to such officer's principal functions.

"Rebate Amount" shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

"Rebate Analyst" shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

"Rebate Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Record Date" shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice

of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

"Redemption Price" shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

"Refunding Bonds" shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Bonds then Outstanding.

"Reserve Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Revenue Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Secretary" shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee, or the person succeeding to his or her principal functions.

"Serial Bonds" shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance.

"Series Acquisition and Construction Account" shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Capitalized Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Costs of Issuance Account" shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Debt Service Account" shall mean the account within the Debt Service Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Optional Redemption Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Pledged Funds" shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

"Series Pledged Revenues" shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

"Series Prepayment Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Principal Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Project" or ***"Series Projects"*** shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within

or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

"Series Rebate Account" shall mean the account within the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Redemption Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Reserve Account" shall mean the account within the Reserve Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Reserve Account Requirement" shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for a Series of Bonds; provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of (a) the Maximum Annual Debt Service Requirement for all Bonds of such Series then Outstanding, (b) 125% of the average annual debt service for all Bonds of such Series then Outstanding, or (c) the aggregate of ten percent (10%) of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of (y) 110% of the daily average interest rate on such Variable Rate Bonds during the twelve (12) months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (z) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (c) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

"Series Revenue Account" shall mean the account within the Revenue Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Sinking Fund Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Trust Estate" shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

"State" shall mean the State of Florida.

"Subordinate Debt" shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

"Supplemental Indenture" shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

"Tax Collector" shall mean the Tax Collector of Lake County, Florida, or the person succeeding to such officer's principal functions.

"Tax-Exempt Bonds" shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

"Tax-Exempt Obligations" shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

"Tax Regulatory Covenants" shall mean the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

"Taxable Bonds" shall mean Bonds of a Series which are not Tax-Exempt Bonds.

"Term Bonds" shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

"Time Deposits" shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any

federal or State savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by State law.

"Trust Estate" shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

"Trustee" shall mean U.S. Bank Trust Company, National Association with its designated office in Fort Lauderdale, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

"Variable Rate Bonds" shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of State law shall be deemed to include any and all amendments thereto.

ARTICLE II

FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 hereof. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue

from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Fort Lauderdale, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Bonds or, if less than such amount, all of the Bonds then Outstanding). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by or bear the facsimile signature of the Chairman, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on

the face of the Bonds shall be signed by the Trustee; provided, however, that each Bond shall be manually signed by either the Chairman, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on each Bond. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and reconversion to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute Owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered Owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered Owner of any Bond as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of the State. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds.

(a) There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of:

(i) paying all or part of the Cost of a Series Project or Series Projects or refunding a Series of Bonds or any portion thereof then Outstanding; and

(ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds.

(b) Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

(i) an executed and attested original or certified copy of this Master Indenture;

(ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization

Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally; and

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are Tax-Exempt Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to the initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chairman of the District.

(c) To the extent not set forth in the Supplemental Indenture authorizing the issuance of a Series of Bonds, the proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds, if any, shall be deposited to the credit of the Series Interest Account and Capitalized Interest, if any, shall be deposited to the credit of the Series Capitalized Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated, destroyed or lost, the District may cause to be executed and delivered a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 209. Parity Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable on parity with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 210. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series of Bonds. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Series Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from

the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit in the related Series Capitalized Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

Section 211. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture may be issued either as Tax-Exempt Bonds or Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of a Series shall be called for redemption, the particular Bonds of such Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond

Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereinafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the redemption price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest Redemption Price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series of Bonds.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds to be redeemed. Except as otherwise provided herein, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or

before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (a) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Bonds being redeemed; (c) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (d) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (e) the rate or rates of interest borne by each Bond being redeemed; (f) the maturity date of each Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; and (h) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Bonds are registered in book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice or redemption shall also be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission, which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date and to at least two of the national information services that disseminate securities redemption notices in accordance with the then-current guidelines of the Securities and Exchange Commission, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the Redemption Price provided for the redemption of such Bonds on such date and, moneys for payment of the Redemption Price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the Redemption Price thereof, and interest, if

any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof pursuant to the provisions of Section 511 hereof.

ARTICLE IV ACQUISITION AND CONSTRUCTION FUND

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and there shall be deposited to the credit of the Series Acquisition and Construction Accounts the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments from Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article IV and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

Section 403. Cost of a Series Project. For the purposes of this Master Indenture, the Cost of a Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of State law, or this Master Indenture, the following:

(a) ***Expenses of Bond Issuance.*** All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees and costs, Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(b) ***Accrued and Capitalized Interest.*** Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Capitalized Interest

Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Series Capitalized Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Series Acquisition and Construction Account, together with earnings thereon, will be sufficient to pay for the remaining Costs of the related Series Project which are to be funded from such Series Acquisition and Construction Account.

(c) ***Acquisition Expenses.*** The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute a Series Project or which are necessary or convenient to acquire, install and construct a Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(d) ***Construction Expense.*** All costs incurred, including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of a Series Project, and including without limitation costs incident to the award of contracts.

(e) ***Other Professional Fees and Miscellaneous Expenses.***

(i) All legal, architectural, engineering, survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of a Series Project.

(ii) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction of a Series Project.

(iii) Costs of surveys, estimates, plans and specifications.

(iv) Costs of improvements.

(v) Financing charges.

- (vi) Creation of initial reserve and debt service funds.
 - (vii) Working capital.
 - (viii) Amounts to repay Bond Anticipation Notes or loans made to finance any costs permitted under the Act.
 - (ix) Costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services or any other person for a default or breach under the corresponding contract, or in connection with any dispute.
 - (x) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.
 - (xi) Expenses of management and supervision of a Series Project.
 - (xii) Costs of effecting compliance with any and all governmental permits relating to a Series Project.
 - (xiii) Payments, contributions, dedications, fair share or concurrency obligations and any other exactions as a condition to receive any government approval or permit necessary to accomplish any District purpose (including but not limited to impact fees, utility connection fees, school concurrency fees, etc.).
 - (xiv) Any other "cost" or expense as provided by the Act.
- (f) ***Refinancing Costs.*** All costs described in (a) through (e) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Prepayment Subaccount in the Series Redemption Account, or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Subaccount in the Supplemental Indenture relating to such Series of Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Series Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds. The following funds are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a separate Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds,

(i) a Series Debt Service Account, and therein a Series Interest Account, a Series Principal Account, a Series Sinking Fund Account and a Series Capitalized Interest Account, and

(ii) a Series Redemption Account and therein a Series Prepayment Subaccount and a Series Optional Redemption Subaccount,

for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax-Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Accounts or dispense with the Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

Section 503. Acquisition and Construction Fund.

(a) ***Deposits.*** The District shall pay to the Trustee, for deposit into the related Series Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(i) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(ii) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;

(iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof;

(iv) amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of a Series Project;

(v) amounts received from impact fee credits and/or utility connection fee credits; and

(vi) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Series Acquisition and Construction Account shall be applied to the Cost of the Series Project.

(b) ***Disbursements.*** Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit A attached hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the Series Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate either the accuracy or validity of the items delivered pursuant to this Section 503(b) or whether such amount is properly payable hereunder or under the Supplemental Indenture for such Series of Bonds.

(c) ***Inspection.*** All requisitions and certificates received by the Trustee pursuant to this Article V shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District, the Consulting Engineer, the Owner of at least twenty-five percent (25%) in principal amount of any Outstanding Bonds of the related Series, and the agents and representatives thereof.

(d) ***Completion of Series Project.*** On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of acquiring or constructing the Series Project shall be applied in accordance with the provisions of Section 404 hereof. The Trustee shall have no duty to determine whether the Date of Completion has occurred and the Trustee shall not be deemed to have knowledge that the Date of Completion has occurred until the Trustee has received the certificate of the Consulting Engineer establishing such Date of Completion as specified in the definition of Date of Completion in Section 101 hereof.

Section 504. Revenue Fund. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt all such Pledged Revenues with the Trustee (including Prepayments, which shall be identified as such by the District at the time of deposit with the Trustee), and the Trustee shall immediately deposit all such Pledged Revenues, when received, into the related Series Revenue Account and immediately deposit all Prepayments, when received, into the related Series Prepayment Subaccount in the Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

Section 505. Debt Service Fund.

(a) ***Principal, Maturity Amount, Interest and Amortization Installments.*** Except as otherwise provided in a Supplemental Indenture, on the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature, to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

(v) to the Series Reserve Account, an amount, if any, which, together with other amounts, if any, then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the Series Rebate Account, the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax-Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of

Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) ***Disposition of Remaining Amounts on Deposit in Series Revenue Account.*** The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, Series Sinking Fund Account and Series Redemption Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of all Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installments required to be paid in such Bond Year, and (ii) any amounts remain in the Series Revenue Account on November 2 of such Bond Year, then such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to pay the operating and administrative costs and expenses of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Prepayment Subaccount of the Series Redemption Account. Upon the occurrence and continuance of an Event of Default hereunder, the foregoing transfer to the Series Prepayment Subaccount shall not be made.

(c) ***Series Reserve Account.*** Except as otherwise provided for herein or in a Supplemental Indenture, moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose.

(d) ***Series Debt Service Account.*** Moneys held for the credit of a Series Interest Account, Series Principal Account and Series Sinking Fund Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and the Amortization Installments of Term Bonds of such Series, as the case may be.

(e) ***Series Redemption Account.*** Moneys representing Prepayments on deposit in a Series Prepayment Subaccount to the full extent of a multiple of an Authorized Denomination shall, unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) ***Payment to the District.*** When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series of Bonds to the aggregate principal amount of all Series of Bonds then Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

Section 506. Optional Redemption.

(a) ***Excess Amounts in Series Redemption Account.*** The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) ***Purchase of Bonds of a Series.*** The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable

diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller, and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Sinking Fund Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Sinking Fund Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (A) stating that sufficient moneys are on deposit in the Series Redemption Account to pay the purchase price of such Bonds; (B) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (C) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (B) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Sinking Fund Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year).

The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the preceding sentence from amounts on deposit in the related Series Sinking Fund Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Sinking Fund Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (X) stating that sufficient moneys are on deposit in the Series Sinking Fund Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (Y) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (Z) containing cash flows which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (Y) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Series Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installments for Bonds of such Series first coming due in the current Bond Year or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bonds.

Section 507. Rebate Fund.

(a) **Creation.** There is created and established by Section 502 hereof a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series

of Tax-Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) ***Payment to United States.*** The Trustee shall pay to the District, upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax-Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax-Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) ***Deficiencies.*** If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as provided in paragraph (b) above. The Trustee shall have no duty to pay such deficiency from its own funds.

(d) ***Survival.*** The covenants and agreements of the District in this Section 507 and Section 809, and any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Tax-Exempt Bonds of a Series from gross income for federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Accounts for such Series of Bonds shall be invested as hereinafter in this Section 508 provided.

(a) ***Series Acquisition and Construction Account, Series Revenue Account and Series Debt Service Account.*** Moneys held for the credit of a Series Acquisition and Construction Account, a Series Revenue Account, and a Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Account will be required for the purposes intended.

(b) ***Series Reserve Account.*** Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) ***Investment Obligations as a Part of Funds and Accounts.*** Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) ***Valuation.*** In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. The Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the Redemption Price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus

calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds and Accounts. For purposes of this Section 509, (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus" shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Revenue Account, or as otherwise provided in the related Supplemental Indenture.

Section 510. Investment Income. Unless otherwise provided in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account, a Series Capitalized Interest Account and a Series Revenue Account shall be retained, as realized, to the credit of such Account and used for the purpose of such Account. Unless otherwise provided in a Supplemental Indenture, earnings on investments in the Funds and Accounts other than a Series Reserve Account and other than as set forth above shall be deposited, as realized, to the credit of such Series Revenue Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall, unless otherwise provided in a Supplemental Indenture, be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited to the Series Revenue Account; or

(b) if there was a deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be retained in the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.

Section 511. Cancellation of Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall upon request of the District execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

ARTICLE VI CONCERNING THE TRUSTEE

Section 601. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article VI, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.

Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee, and the Trustee shall be under no responsibility for the correctness thereof.

Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance

of its duties hereunder, the Trustee may rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own gross negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under State law shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture other than moneys from a Credit Facility or Liquidity Facility. This Section 604 shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts on deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

Section 605. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace provided for therein) or if the Trustee, based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual

knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and after receipt of written notice thereof by a Credit Facility issuer or Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and affected by such default. The Trustee may, however, at any time require of the District full information as to the performance of any covenant hereunder; and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, or any action that would require the Trustee to expend its own funds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its own gross negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture, and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

Section 609. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation

filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within sixty (60) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series of Bonds as to which such Event of Default exists and filed with the Trustee and the District. No such removal shall be effective until any amounts owed to the Trustee hereunder have been paid in full.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding.

Section 613. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be

unreasonably withheld, of the Majority Owners or, if there is a Credit Facility or Liquidity Facility with respect to any Series of Bonds, any Credit Facility issuer and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein, except for the predecessor's rights under Section 604 hereof. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such

successor corporation, entity or purchaser continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation, entity or purchaser does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If a successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed and the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days after delivery of the instrument (or such longer period as may be set forth in such instrument); provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying

Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar shall (a) be a commercial bank or trust company duly organized under the laws of the United States or any state or territory thereof, authorized by law to perform all the duties imposed upon it by this Master Indenture, and capable of meeting its obligations hereunder, and (b) have a combined net capital and surplus of at least \$50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation, entity or purchaser into which any Paying Agent or Bond Registrar hereunder may be merged, converted or sold or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VII FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner provided herein and in the Supplemental Indenture relating to such Series of Bonds and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Account in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and, to a second lien in favor of the Trustee, as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) or Section 905(b) hereof upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of

such Series of Bonds and the issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds.

ARTICLE VIII COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Series Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenues. The District has or will have upon the date of issuance of each

Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (a) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (b) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineer shall in writing approve such sale or lease, and the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (a) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (b) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (c) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the

appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

Section 808. Accounts and Reports.

(a) ***Annual Report.*** The District shall, within thirty (30) days of receipt and approval by the District, so long as any Bonds are Outstanding, deliver to each Requesting Owner (hereinafter defined), and otherwise as provided by law, a copy of its annual audit for such year, accompanied by an Accountant's Certificate, including (i) statements in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, and (ii) statements of all receipts and disbursements of the Pledged Revenues of each Series of Bonds (unless the Pledged Revenues of such Series are remitted directly to the Trustee). The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or Beneficial Owner in the case of Bonds held in book-entry form) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) ***No Default Certificate.*** The District shall file with the Trustee, so long as any Bonds are Outstanding, a certificate of an Authorized Officer upon the occurrence of an Event of Default as described in Section 902(h) hereof, such certificate to contain a description of the nature of such Event of Default and actions taken or to be taken to remedy such Event of Default.

(c) ***Inspection.*** The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner of at least twenty-five percent (25%) in principal amount of any Series of Bonds Outstanding at the designated office of the District upon the giving of at least five (5) days advance written notice to the District or the Trustee, as the case may be.

(d) ***Reports Pursuant to Uniform Special District Accountability Act of 1989.*** The District covenants and agrees that it will comply with the provisions of Chapter 189.01 et seq., Florida Statutes, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause any Tax-Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Code. The District further covenants that it will take all such actions after delivery of any Tax-Exempt Bonds as may be required in order for interest on such Tax-Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Code) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States the Rebate Amount at the time and place required by this Master Indenture, any Supplemental Indenture, and the Tax Regulatory Covenants.

Section 810. Enforcement of Payment of Assessments. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged, and to pay or cause to be paid the proceeds of such Assessments, Benefit Special Assessments, and/or any other sources as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments and Benefit Special Assessments. The District shall levy and collect Assessments and Benefit Special Assessments in accordance with applicable State law.

Section 812. Delinquent Assessments. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment, pledged to a Series of Bonds, then such Assessment or Benefit Special Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, or in the event that an Assessment or Benefit Special Assessment was directly collected by the District, as permitted by a Supplemental Indenture, then upon the delinquency of any such Assessment or Benefit Special Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Bonds of such Series then Outstanding, declare the entire unpaid balance of such Assessment or Benefit Special Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, and Section 190.026, Florida Statutes, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so

requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit (if available), and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien. If any property shall be offered for sale for the nonpayment of any Assessment or Benefit Special Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessments or Benefit Special Assessments, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor

signed by the Trustee or the Majority Owners of the Bonds of such Series then Outstanding.

Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to State law.

Section 816. Re-Assessments. If any Assessment or Benefit Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessment or Benefit Special Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessment or Benefit Special Assessment when it might have done so, the District shall either: (a) take all necessary steps to cause a new Assessment or Benefit Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (b) in its sole discretion, make up the amount of such Assessment or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessment shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

Section 817. General. The District shall do and perform, or cause to be done and performed, all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance, such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate

existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby, and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 818. Continuing Disclosure. The District covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture or any Supplemental Indenture, failure of the District or any other obligated person to comply with any Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and, at the request of any participating underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Bonds of a Series then Outstanding and receipt of indemnity to its satisfaction, shall) or any Owner or Beneficial Owner of the Bonds of a Series then Outstanding may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under this Section 818. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Master Indenture unless the aggregate principal amount of such Bonds then Outstanding and of all accrued interest the time for payment of which shall not have been extended, shall have previously been paid in full.

Section 902. Events of Default. Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

(a) Any payment of Debt Service on such Series of Bonds is not made when due;

(b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;

(c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the related Series Project;

(d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) Any portion of the Assessments or Benefit Special Assessments pledged to a Series of Bonds shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series Reserve Account to pay Debt Service on the corresponding Series of Bonds);

(h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than

ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; and

(i) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Assessments or Benefit Special Assessments pledged to a Series of Bonds are not paid by the date such are due and payable.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of the Bonds of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series of Bonds to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series of Bonds then Outstanding not then due except by virtue of a declaration under this Section 903, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under State law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (a) an Event of Default shall have occurred and is continuing; (b) the Majority Owners of the Bonds of such Series then Outstanding have requested the Trustee, in writing, to exercise the powers granted in the first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (c) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (d) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (e) no direction inconsistent with such request has been given to the Trustee during such sixty (60) day period by the Majority Owners of the Bonds of such Series then Outstanding. The provisions of the immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910, 912 and the second paragraph of this Section 904. No Owner or Owners of such Series of Bonds shall have any right in any manner whatsoever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to federal or State law, the District acknowledges and agrees that (y) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within 120 days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (z) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article IX or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 hereof, all such moneys shall be applied:

FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 hereof, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 hereof, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 hereof, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 hereof, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section 905 are in all respects subject to the provisions of Section 901 hereof.

Whenever moneys are to be applied pursuant to this Section 905, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall

constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any Bonds of a Series shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article IX shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct.

Section 913. Provisions Relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Assessments pledged to the Bonds of a Series then Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Bonds of a Series were issued by the District, the Owners of the Bonds of a Series are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall make a reasonable attempt to timely seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture (provided,

however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee and the Majority Owners of a written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall make a reasonable attempt to timely seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee and the Majority Owners of a written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series then Outstanding, would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series then Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith by the Trustee in such Proceeding or any

valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series then Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (A) file a proof of claim with respect to the Assessments pledged to the Bonds of a Series then Outstanding, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Nothing in this Section 913 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim or action described in the following sentence shall not seek to reduce the amount or receipt of Assessments. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

ARTICLE X

EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such

execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article X shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

ARTICLE XI SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Owner Consent. The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which Supplemental Indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

(a) to provide for the initial issuance of a Series of Bonds or Refunding Bonds; or

(b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of Refunding Bonds which defease and discharge the Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Bonds then Outstanding; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, 197 and 298, Florida Statutes, or any other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (i) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (ii) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of Bonds then Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent.

(a) Subject to the provisions contained in this Section 1102, and not otherwise, the Majority Owners of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(ii) a reduction in the principal, premium, or interest on any Bond;

(iii) a preference or priority of any Bond over any other Bond; or

(iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

(b) In addition to the foregoing, the Majority Owners of any Series of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein

contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

(ii) a reduction in the principal, premium, or interest on any Bond of such Series;

(iii) a preference or priority of any Bond of such Series over any other Bond of such Series; or

(iv) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

(c) If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section 1102 to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section 1102.

(d) Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indentures supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee, at the expense of the District, an opinion

of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax-Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

Section 1104. Supplemental Indenture Part of Indenture. Any Supplemental Indenture executed in accordance with this Article XI and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such Supplemental Indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof. The Trustee is not obligated to execute any amendment that is adverse to the interests of the Trustee.

Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds.

(a) As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series then Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity Facility:

(i) at all times for the purpose of the execution and delivery of a Supplemental Indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Bonds of such Series then Outstanding;

(ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and

(iii) following an Event of Default for all other purposes.

(b) Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental

Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting:

- (i) a change in the terms of redemption or maturity of any Bonds of a Series then Outstanding or of any installment of interest thereon; or
- (ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or
- (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or
- (iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

ARTICLE XII DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds then Outstanding or of a particular maturity, of a particular Series or of any part of a particular maturity or Series, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such

Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section 1201. All Bonds of any particular maturity or Series then Outstanding shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if:

(i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III hereof notice of redemption of such Bonds on such date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be;

(iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice to the registered Owners of such Bonds and to the Bond Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be

available for the payment of the principal or Redemption Price, if applicable, on such Bonds; and

(iv) the Trustee shall have received an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax-Exempt Bonds, such defeasance will not adversely affect the tax-exempt status of such Series of Bonds.

(c) Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee:

(i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate, and to the extent all obligations under any Letter of Credit Agreement and any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility or Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and

(ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement and any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture.

For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds;

provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under any Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section 1201, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(e) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account, the Series Sinking Fund Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and Redemption Price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if at the time a deposit is made pursuant to this subsection (e) the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (e). If any portion of the moneys deposited for the payment of the principal of and Redemption Price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement and any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall at the written request of the District be repaid by the Trustee or Paying Agent to the District, as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and

discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(g) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds then Outstanding" were a reference to the "Bonds of such Series then Outstanding."

Section 1202. Moneys Held in Trust. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or the Governing Body, by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

To the District, addressed to:

Sugarloaf Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309
Attention: Corporate Trust Department

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at

their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chairman or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees," "counsel fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegals and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first written above.

(SEAL)

**SUGARLOAF COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

ATTEST:

By: _____
Secretary/Assistant Secretary

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as
Trustee**

By: _____
Vice President

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of Sugarloaf Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of [Dated Date], as amended and supplemented by the [_____] Supplemental Trust Indenture between the District and the Trustee, dated as of [_____] (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture.

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable):

(E) Fund, Account or subaccount from which disbursement is to be made:

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [_____] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the [_____] Project and each represents a Cost of the [_____] Project, and has not previously been paid out of such Account or subaccount;

OR

☐ this requisition is for costs of issuance payable from the [_____] Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

**SUGARLOAF COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the [_____] Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [_____] Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the [_____] Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an Exhibit to the [_____] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-05

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Sugarloaf Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Minneola, Lake County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**SUGARLOAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

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Sugarloaf Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013

April 24, 2024

VIA ELECTRONIC MAIL

Re: Sugarloaf Community Development District
Maintenance of Stormwater Management Facilities – [Parcel C/ Pod 8]
SJRWMD Application: North Hancock Road Extension 199282-2

Dear St. Johns River Water Management District,

I serve as the District Manager for the Sugarloaf Community Development District ("District"). The purpose of this letter is to confirm the District's intent to operate and maintain the stormwater management system ('depicted on the attached map') further described as ponds 1-5 within the District and off-site ponds 6 & 7 ("Stormwater Management System"). As background, the District is a local unit of special-purpose government established pursuant to Ordinance No. 2022-20 approved by the City Council of the City of Minneola, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, including but not limited to the Stormwater Management System.

The District acknowledges and agrees that it will perpetually operate, maintain and fund all work required for the Stormwater Management System within the District as well as off-site ponds 6 & 7. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized per Chapter 190 F.S., or such other methods as authorized by law.

Please let us know if you need any further information at this time in order to complete the permit file.

Best regards,



Craig Wrathell
District Manager

cc: Matt Cuarta
Major Stacy, P.E.
Jonathan Johnson
Kyle Magee
Lane Register



SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 3,586	\$ 3,586
Due from Landowner	18,999	18,999
Prepaid expense	705	705
Total assets	<u>\$ 23,290</u>	<u>\$ 23,290</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 17,020	\$ 17,020
Landowner advance	6,000	6,000
Total liabilities	<u>23,020</u>	<u>23,020</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	18,999	18,999
Total deferred inflows of resources	<u>18,999</u>	<u>18,999</u>
Fund balances:		
Unassigned	(18,729)	(18,729)
Total fund balances	<u>(18,729)</u>	<u>(18,729)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 23,290</u>	<u>\$ 23,290</u>

**SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 5,934	\$ 38,290	15%
Total revenues	-	5,934	38,290	15%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	1,000	9,000	12,000	75%
Legal	2,832	7,483	15,000	50%
Engineering	-	-	1,000	0%
Telephone	17	150	200	75%
Postage	-	9	500	2%
Printing & binding	42	375	500	75%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	200	175	114%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	89	800	750	107%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	3,980	23,017	38,290	60%
Excess/(deficiency) of revenues over/(under) expenditures	(3,980)	(17,083)	-	
Fund balances - beginning	(14,749)	(1,646)	-	
Fund balances - ending	\$ (18,729)	\$ (18,729)	\$ -	

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Sugarloaf Community Development District held a Regular Meeting and Audit Committee Meeting on April 22, 2024 at 11:00 a.m., at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715.

Present at the meeting were:

Matthew Young	Chair
Matt Cuarta	Vice Chair
Suzanne Lupia	Assistant Secretary
Curt Wilkinson	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC (WHA)
Kyle Magee	District Counsel
Major Stacy (via telephone)	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 11:01 a.m. Supervisors Young, Cuarta, Wilkinson and Lupia were present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 5; Term Expires November
2024**

This item was deferred.

- **Administration of Oath of Office to Curt Wilkinson (the following will be provided in a separate package)**

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

Mr. Rom discussed the new process for filing Form 1. Commencing this year, Form 1 must be filed electronically, by July 1, 2024, via the Commission on Ethics (COE) website. Board Members should or will receive an email from the COE with instructions to register so they can file Form 1 electronically.

Mr. Rom discussed the new requirement for the Board Members to complete four hours of ethics training by December 31, 2024. The memorandum in the agenda contains links to free, online courses. The Board Members are encouraged to keep a log/record of the courses taken. Completion of the requirement will be noted when filing Form 1 in 2025.

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-01,
Electing and Removing Officers of the
District and Providing for an Effective Date**

This item was deferred.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-02,
Approving the Proposed Budget for Fiscal
Year 2024/2025 and Setting a Public
Hearing Thereon Pursuant to Florida Law
and Providing for an Effective Date**

Mr. Rom presented Resolution 2024-02. He reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. This is a Landowner-funded budget with expenses funded as they are incurred.

Discussion ensued regarding potential bond issuance.

Mr. Rom stated that expenses related to bonds will be added to the proposed Fiscal Year 2025 budget, but they can be removed before the budget is adopted, if it is determined that bonds will not be issued in Fiscal Year 2025.

On MOTION by Mr. Young and seconded by Mr. Cuarta, with all in favor, Resolution 2024-02, Approving the Proposed Budget for Fiscal Year 2024/2025, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law on July 22, 2024 at 11:00 a.m., at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715 and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-03, Designating a Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date

Mr. Rom presented Resolution 2024-03.

On MOTION by Mr. Young and seconded by Mr. Wilkinson, with all in favor, Resolution 2024-03, Designating November 5, 2024 at 9:00 a.m., at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715 as the Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Mr. Rom presented Resolution 2024-04.

The following will be inserted into the Fiscal Year 2025 Meeting Schedule:

DATES: October 28, 2024; November 5, 2024; November 25, 2024; December 23, 2024; January 25, 2025; February 24, 2025; March 24, 2025; April 28, 2025; May 26, 2025; June 23, 2025; July 28, 2025; August 25, 2025 and September 22, 2025

TIME: 11:00 AM (except November 5, 2025)

TIME, November 5, 2025: 9:00 AM

On MOTION by Mr. Young and seconded by Ms. Lupia, with all in favor, Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-05,
Designating the Location of the Local
District Records Office and Providing an
Effective Date

This item was deferred.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2024-06,
Designating the Primary Administrative
Office and Principal Headquarters of the
District and Providing an Effective Date

Mr. Rom presented Resolution 2024-06.

On MOTION by Mr. Young and seconded by Ms. Lupia, with all in favor,
Resolution 2024-06, Designating 2300 Glades Road, Suite 410W, Boca Raton,
Florida 33431 as the Primary Administrative Office and a location within Lake
County, Florida as the Principal Headquarters of the District and Providing an
Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Recess Regular Meeting/Commencement
of Audit Selection Committee Meeting

On MOTION by Mr. Young and seconded by Mr. Wilkinson, with all in favor,
the Regular Meeting recessed and the Audit Selection Committee Meeting
commenced.

ELEVENTH ORDER OF BUSINESS

Review of Response to Request for
Proposals (RFP) for Annual Audit Services

A. Affidavit/Proof of Publication**B. RFP Package**

These items were included for informational purposes.

C. Respondents**I. Berger, Toombs, Elam, Gaines & Frank**

Bid \$3,165 plus \$1,300 with bond issuance; total of \$4,465.

II. Carr, Riggs & Ingram, LLC

Bid \$6,500 plus \$4,500 with bond issuance; total of \$11,000.

III. Grau & Associates

Bid \$3,100 plus \$1,500 with bond issuance; total of \$4,600.

Mr. Rom stated that WHA has worked with all three respondents and all are qualified; however, Berger, Toombs, Elam, Gaines & Frank (BTEGF) has been delayed recently in submitting audits.

D. Auditor Evaluation Matrix/Ranking

The Audit Selection Committee jointly scored and ranked the respondents, as follows:

#1	Grau & Associates	100 points
#2	Carr, Riggs & Ingram, LLC	90 points
#3	Berger, Toombs, Elam, Gaines & Frank	72 points (*misstated on audio as 67)

TWELFTH ORDER OF BUSINESS

Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting

On MOTION by Mr. Young and seconded by Ms. Lupia, with all in favor, the Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

THIRTEENTH ORDER OF BUSINESS

Consider Recommendation of Audit Selection Committee

• Award of Contract

Mr. Rom presented the scores, ranking and recommendation of the Audit Selection Committee.

On MOTION by Mr. Young and seconded by Mr. Wilkinson, with all in favor, accepting the Audit Selection Committee scores, ranking and recommendation to rank Grau & Associates as the #1 ranked respondent to the RFP for Annual Audit Services, as the Board's own, and awarding the Annual Audit Services contract to Grau & Associates, the #1 ranked respondent, was approved.

FOURTEENTH ORDER OF BUSINESS

Consideration of the Following Bond Financing Related Items:

A. Engagement of Bond Financing Professionals

I. Underwriter/Investment Banker: _____

II. Bond Counsel: _____

III. Trustee, Paying Agent and Registrar: _____

B. Presentation of Master Engineer's Report

C. Presentation of Special Assessment Methodology Report

D. Resolution 2024-07, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution

E. Resolution 2024-08, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Sugarloaf Community Development District in Accordance with Chapters 170, 190, and 197, Florida Statutes

F. Resolution 2024-09, Initial Bond Resolution

These items were deferred.

FIFTEENTH ORDER OF BUSINESS

Consideration of Boundary Amendment Funding Agreement

Mr. Magee presented the Boundary Amendment Funding Agreement.

On MOTION by Mr. Young and seconded by Mr. Cuarta, with all in favor, the Boundary Amendment Funding Agreement, was approved.

On MOTION by Mr. Young and seconded by Mr. Cuarta, with all in favor, authorizing the Chair and Staff to proceed with preparation and filing of the Petition to add parcels and expand the boundaries of the CDD and authorizing the Chair and District Counsel to act as agents of the CDD with regard to this Petition and in filing it and appearing on behalf of the CDD, was approved.

SIXTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2024

On MOTION by Ms. Lupia and seconded by Mr. Cuarta, with all in favor, the Unaudited Financial Statements as of March 31, 2024, were accepted.

SEVENTEENTH ORDER OF BUSINESS

Approval of August 16, 2023 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Cuarta and seconded by Ms. Lupia, with all in favor, the August 16, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.

EIGHTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

There was no report.

B. District Engineer (Interim): Appian Engineering, LLC

Mr. Stacy stated that Parcel C is continuing through permitting.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: August 26, 2024 at 11:00 AM**

- **QUORUM CHECK**

The next meeting will be on July 22, 2024, instead of on August 26, 2024.

NINETEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWENTIETH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWENTY-FIRST ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Young and seconded by Ms. Lupia, with all in favor, the meeting adjourned at 11:29 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2024	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	9:00 AM
November 25, 2024	Regular Meeting	11:00 AM
December 23, 2024	Regular Meeting	11:00 AM
January 27, 2025	Regular Meeting	11:00 AM
February 24, 2025	Regular Meeting	11:00 AM
March 24, 2025	Regular Meeting	11:00 AM
April 28, 2025	Regular Meeting	11:00 AM
May 26, 2025	Regular Meeting	11:00 AM
June 23, 2025	Regular Meeting	11:00 AM
July 28, 2025	Regular Meeting	11:00 AM
August 25, 2025	Regular Meeting	11:00 AM
September 22, 2025	Regular Meeting	11:00 AM