

CREEKVIEW

**COMMUNITY DEVELOPMENT
DISTRICT**

August 27, 2024

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Creekview 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

August 20, 2024

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

Board of Supervisors
Creekview Community Development District

Dear Board Members:

The Board of Supervisors of the Creekview Community Development District will hold a Regular Meeting on August 27, 2024 at 2:00 p.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Ratification/Consideration of Requisitions *(support documentation available upon request)*

I.	Number 370	Kilinski Van Wyk PLLC	[\$224.00]
II.	Number 371	Jax Utilities Management, Inc.	[\$68,265.00]
III.	Number 373	The Tree Amigos Outdoor Services, Inc.	[\$11,710.50]
IV.	Number 374	The Tree Amigos Outdoor Services, Inc.	[\$83,317.00]
V.	Number 375	The Tree Amigos Outdoor Services, Inc.	[\$12,125.00]
VI.	Number 376	The Tree Amigos Outdoor Services, Inc.	[\$146,410.00]
VII.	Number 377	The Tree Amigos Outdoor Services, Inc.	[\$18,211.50]
VIII.	Number 378	England-Thims & Miller, Inc.	[\$12,973.96]
IX.	Number 379	Basham & Lucas Design Group, Inc.	[\$46,300.00]
X.	Number 380	The Tree Amigos Outdoor Services, Inc.	[\$9,285.00]
 - B. Ratification Items
4. Consideration of Solitude Lake Management, LLC Aquatic Management Services Agreement
5. Consideration of Edenbrooke at Hyland Trails Homeowners Association, Inc., Agreement for Maintenance of Ponds

6. Presentation of Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project)
7. Presentation of Second Supplemental Special Assessment Methodology Report
8. Consideration of Resolution 2024-10, Supplementing its Resolution 2021-31 by Authorizing The Issuance Of Its Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) in an Aggregate Principal Amount Not Exceeding \$28,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to the Chair or Vice Chair of the Board of Supervisors of the District, Subject to Compliance With the Applicable Provisions Hereof, the Authority to Award The Sale of Such Series 2024 Bonds to FMSbonds, Inc. by Executing and Delivering to Such Underwriter a Bond Purchase Contract and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of a Second Supplemental Trust Indenture; Appointing U.S. Bank Trust Company, National Association as the Trustee, Bond Registrar and Paying Agent for **Such Series 2024 Bonds**; Making Certain Findings; Approving Forms of Said Series 2024 Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum And The Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required In Connection with the Issuance, Sale and Delivery of Said Series 2024 Bonds; Providing Certain Other Details with Respect to Said Series 2024 Bonds; and Providing an Effective Date
9. Consideration of Resolution 2024-11, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2024; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming The Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date
10. Consideration of Ancillary Documents
 - A. Acquisition Agreement
 - B. Collateral Assignment
 - C. Completion Agreement
 - D. Declaration of Consent
 - E. True Up Agreement

11. Acceptance of Unaudited Financial Statements as of July 31, 2024
 12. Approval of July 31, 2024 Public Hearings and Regular Meeting Minutes
 13. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: September 24, 2024 at 2:00 PM

○ QUORUM CHECK

SEAT 1	ROSE BOCK	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	MIKE TAYLOR	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	JOE CORNELISON	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	GREGG KERN	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	BRAD ODOM	☐	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) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AI

REQUISITION #370

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **370**
- (B) Name of Payee: **Kilinski | Van Wyk PLLC
PO Box 6386
Tallahassee, FL 32314**
- (C) Amount Payable: **\$ 224.00**
- (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): **Professional Services related to project construction - Invoice 9811**
- (E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

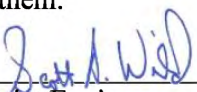
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer



KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

INVOICE

Invoice # 9811
Date: 07/15/2024
Due On: 08/14/2024

Creekview CDD -103 Project Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	06/18/2024	Update JUM contract and APF Roadway agreement and transmit same; confer re: status of execution of easement agreements; confer re: B&L work authorization	0.50	\$320.00	\$160.00
Service	JK	06/21/2024	Update/finalize Phase 4 and APF contract and transmit same	0.20	\$320.00	\$64.00
Total						\$224.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9318	06/10/2024	\$96.00	\$0.00	\$96.00
9548	07/16/2024	\$416.00	\$0.00	\$416.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9811	08/14/2024	\$224.00	\$0.00	\$224.00

Outstanding Balance	\$736.00
Total Amount Outstanding	\$736.00

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Creekview CDD - Requisition Form - 370 Kilinski

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbIZ5q3qCHATPSMWXlIKsaX7xQhPq4clp

"Creekview CDD - Requisition Form - 370 Kilinski" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-07-23 - 1:39:55 PM GMT
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2024-07-23 - 1:40:00 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2024-07-23 - 3:31:29 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-07-23 - 3:31:43 PM GMT - Time Source: server
-  Agreement completed.
2024-07-23 - 3:31:43 PM GMT

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3A11

FORM OF REQUISITION 2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: 371

(B) Name of Payee;

Jax Utilities Management, Inc.
Truist Bank
ABA: 061000104
Account #: 1000168352838
Routing #: 063102152

(C) Amount Payable; \$ 68,265.00

(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): Creekview Trail Area 5 – Application for Payment No. 26 (July 2024)

(E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

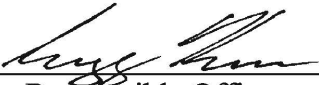
5. the costs set forth in the requisition are reasonable.

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.

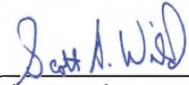
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702



FROM (CONTRACTOR):
Jax Utilities Management, Inc
 5465 Verna Boulevard
 Jacksonville, FL 32205

TO (OWNER):
Creekview, CDD
 c/o England-Thims & Miller, Inc.
 14775 Old St. Augustine Road
 Jacksonville, FL 32258

APPLICATION NO: 26
 PERIOD TO: July 25, 2024
REVISED
 PROJECT: **Creekview Trail Area 5**

CONTRACT FOR:
 Site Work & Utilities

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Number	Date Approved	ADDITIONS	DEDUCTIONS
1	08/17/22		(3,027,563.14)
2	02/24/23	302,710.39	0.00
3	03/27/23	0.00	0.00
4	06/05/23	0.00	0.00
5	08/02/23	6,288.00	0.00
6	10/27/23		(316,000.00)
7	04/04/24	15,000.00	
8	04/05/24		(8,000.00)
9	07/24/24	21,200.00	
TOTALS		345,198.39	(3,351,563.14)
Net change by Change Orders		(3,006,364.75)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

CONTRACTOR: Jax Utilities Management, Inc

By: [Signature] Date: 7/25/2024

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	<u>\$12,440,564.75</u>
2. Net Change by Change Orders	<u>-\$3,006,364.75</u>
3. CONTRACT SUM TO DATE (LINE 1 +, - 2)	<u>\$9,434,200.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	<u>\$9,434,200.00</u>
5. RETAINAGE	
a. <u>0%</u> % (Column D+E on G703)	
Total retainage (Line 5a, or	
Total in Column J of G703)	
6. TOTAL EARNED LESS RETAINAGE	<u>\$9,434,200.00</u>
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	<u>\$9,365,935.00</u>
PAYMENT (Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	<u>\$68,265.00</u>
9. BALANCE TO FINISH, PLUS RETAINAGE	<u>\$0.00</u>
(Line 3 less Line 6)	

State of: Florida County of: Duval
 Subscribed and sworn before me this 25th day of July, 2024
 Notary Public: [Signature]
 My Commission expires: 8/17/2026

AMOUNT CERTIFIED \$68,265.00

ENGINEER: England-Thims & Miller
 BY: [Signature] DATE: August 1, 2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payments are without prejudice to any rights of the Owner or Contractor under this Contract

A	B			C	D	E	F	G		H
ITEM #	DESCRIPTION OF WORK	U/M	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	MOBILIZATION									
	Survey	ls	1	81,429.00	81,429.00			81,429.00	100%	0.00
	Mobilization	ls	1	51,000.00	51,000.00			51,000.00	100%	0.00
	Maint of Traffic	ls	1	4,000.00	4,000.00			4,000.00	100%	0.00
				136,429.00	136,429.00	0.00	0.00	136,429.00	100%	0.00
2	CLEARING									
	Clearing & Grubbing	ac	65	525,600.00	525,600.00			525,600.00	100%	0.00
	Stripping	cy	65	295,200.00	295,200.00			295,200.00	100%	0.00
				820,800.00	820,800.00	0.00	0.00	820,800.00	100%	0.00
3	UNSUITABLE MAT'L REMOVAL/REPLACEMENT									
	Remove & Replace	cy	7,500	112,500.00	112,500.00			112,500.00	100%	0.00
				112,500.00	112,500.00	0.00	0.00	112,500.00	100%	0.00
4	POND EXCAVATION & BERM									
	Pond Excavation	cy	144,500	510,000.00	510,000.00			510,000.00	100%	0.00
	Dewatering	ls	1	64,500.00	64,500.00			64,500.00	100%	0.00
				574,500.00	574,500.00	0.00	0.00	574,500.00	100%	0.00
5	EARTHWORK									
	Roadway Excavation Import Fill & Rough Grading	cy	32,500	257,000.00	257,000.00			257,000.00	100%	0.00
	R/W Dress Up	lf	14,440	40,100.00	40,100.00			40,100.00	100%	0.00
	Amenity, Park, & Swale Grading	ls	1	48,000.00	48,000.00			48,000.00	100%	0.00
	Lot Fill From On Site	cy	49,700	110,850.00	110,850.00			110,850.00	100%	0.00
	Lot Fill From On Site	cy	126,700	126,700.00	126,700.00			126,700.00	100%	0.00
	Lot Grading & Dress Up	ls	1	36,600.00	36,600.00			36,600.00	100%	0.00
				619,250.00	619,250.00	0.00	0.00	619,250.00	100%	0.00
6	ROADWAYS									
	Miami Curb (incl backfill)	lf	20,050	240,600.00	240,600.00			240,600.00	100%	0.00
	6" Roadway Base (crushcrete)	sy	28,850	403,900.00	403,900.00			403,900.00	100%	0.00
	12" Stabilized Subgrade	sy	33,300	179,820.00	179,820.00			179,820.00	100%	0.00
	Asphalt 1" (1st lift)	sy	28,850	259,650.00	259,650.00			259,650.00	100%	0.00
	Prime	sy	28,850	86,550.00	86,550.00			86,550.00	100%	0.00
	Striping	ls	1	16,800.00	16,800.00			16,800.00	100%	0.00
	Sidewalks	sy	1,095	54,750.00	54,750.00			54,750.00	100%	0.00
	HC Ramps	ea	27	40,500.00	40,500.00			40,500.00	100%	0.00
	Multi Purpose Path	sy	630	31,500.00	31,500.00			31,500.00	100%	0.00
				1,314,070.00	1,314,070.00	0.00	0.00	1,314,070.00	100%	0.00

A	B			C	D		E	F	G		H
ITEM #	DESCRIPTION OF WORK	U/M	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
7	STORM DRAINAGE SYSTEM										
	12" PVC	lf	1,766	84,000.00	84,000.00			84,000.00	100%	0.00	
	15" RCP	lf	1,303	56,029.00	56,029.00			56,029.00	100%	0.00	
	18" RCP	lf	1,521	95,075.00	95,075.00			95,075.00	100%	0.00	
	24" RCP	lf	2,552	229,680.00	229,680.00			229,680.00	100%	0.00	
	30" RCP	lf	2,173	260,760.00	260,760.00			260,760.00	100%	0.00	
	36" RCP	lf	734	124,780.00	124,780.00			124,780.00	100%	0.00	
	42" RCP	lf	522	125,280.00	125,280.00			125,280.00	100%	0.00	
	48" RCP	lf	376	105,280.00	105,280.00			105,280.00	100%	0.00	
	60" RCP	lf	574	246,820.00	246,820.00			246,820.00	100%	0.00	
	Type C Inlets	ea	36	237,600.00	237,600.00			237,600.00	100%	0.00	
	Type E Inlets	ea	6	31,000.00	31,000.00			31,000.00	100%	0.00	
	Type H Inlets	ea	5	37,500.00	37,500.00			37,500.00	100%	0.00	
	Curb Inlets	ea	35	210,000.00	210,000.00			210,000.00	100%	0.00	
	Double Curb Inlets	ea	13	129,500.00	129,500.00			129,500.00	100%	0.00	
	Manholes	ea	34	136,000.00	136,000.00			136,000.00	100%	0.00	
	12" / 15" / 18" MES	ea	7	7,000.00	7,000.00			7,000.00	100%	0.00	
	24" MES	ea	4	6,000.00	6,000.00			6,000.00	100%	0.00	
	30" MES	ea	4	7,600.00	7,600.00			7,600.00	100%	0.00	
	36" MES	ea	1	3,000.00	3,000.00			3,000.00	100%	0.00	
	42" MES	ea	1	19,000.00	19,000.00			19,000.00	100%	0.00	
	48" MES	ea	3	23,700.00	23,700.00			23,700.00	100%	0.00	
	60" MES	ea	2	61,800.00	61,800.00			61,800.00	100%	0.00	
	Adjustments	ea	145	108,750.00	108,750.00			108,750.00	100%	0.00	
	TV Storm Drain	lf	11,518	164,606.00	164,606.00			164,606.00	100%	0.00	
				2,510,760.00	2,510,760.00	0.00	0.00	2,510,760.00	100%	0.00	
8	ROADWAY UNDERDRAIN										
	Roadway Underdrain	lf	20,050	721,800.00	721,800.00			721,800.00	100%	0.00	
9	PAVING & DRAINAGE AS-BUILTS										
	Paving & Drainage As-Builts	ls	1	65,000.00	65,000.00			65,000.00	100%	0.00	

A	B			C	D		E	F	G	H
ITEM #	DESCRIPTION OF WORK	U/M	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
10	CCUA WATER DISTRIBUTION SYSTEM									
	12" Watermain (incl fittings, T's, bends)	lf	1,200	182,400.00	182,400.00			182,400.00	100%	0.00
	8" Watermain (incl fittings, T's, bends)	lf	8,540	553,360.00	553,360.00			553,360.00	100%	0.00
	6" Watermain (incl fittings, T's, bends)	lf	140	19,080.00	19,080.00			19,080.00	100%	0.00
	4" Watermain (incl fittings, T's, bends)	lf	360	16,200.00	16,200.00			16,200.00	100%	0.00
	2" Watermain (incl fittings, T's, bends)	lf	790	11,850.00	11,850.00			11,850.00	100%	0.00
	Tie Ins	ea	5	20,500.00	20,500.00			20,500.00	100%	0.00
	Fire Hydrant w/ Gate Valve	ea	20	110,000.00	110,000.00			110,000.00	100%	0.00
	Flushing Hydrants	ea	10	20,000.00	20,000.00			20,000.00	100%	0.00
	Services	ea	244	170,800.00	170,800.00			170,800.00	100%	0.00
	Test & Chlorinate	ls	1	11,250.00	11,250.00			11,250.00	100%	0.00
	Adjustments	ls	1	16,500.00	16,500.00			16,500.00	100%	0.00
				1,131,940.00	1,131,940.00	0.00	0.00	1,131,940.00	100%	0.00
11	CCUA REUSE WATER DISTRIBUTION SYSTEM									
	8" Watermain (incl fittings, T's, bends)	lf	9,795	633,800.00	633,800.00			633,800.00	100%	0.00
	6" Watermain (incl fittings, T's, bends)	lf	120	6,360.00	6,360.00			6,360.00	100%	0.00
	4" Watermain (incl fittings, T's, bends)	lf	380	14,940.00	14,940.00			14,940.00	100%	0.00
	2" Watermain (incl fittings, T's, bends)	lf	680	11,800.00	11,800.00			11,800.00	100%	0.00
	Flushing Hydrants	ea	9	18,000.00	18,000.00			18,000.00	100%	0.00
	Services	ea	245	171,500.00	171,500.00			171,500.00	100%	0.00
	Testing	ls	1	8,229.75	8,229.75			8,229.75	100%	0.00
	Adjustments	ls	1	16,500.00	16,500.00			16,500.00	100%	0.00
				881,129.75	881,129.75	0.00	0.00	881,129.75	100%	0.00
12	CCUA SANITARY SEWER SYSTEM									
	8" Sewer Main	lf	7,137	506,810.00	506,810.00			506,810.00	100%	0.00
	Manholes	ea	43	399,500.00	399,500.00			399,500.00	100%	0.00
	Services	ea	172	170,800.00	170,800.00			170,800.00	100%	0.00
	Dewater	lf	1	148,600.00	148,600.00			148,600.00	100%	0.00
	Adjustments	ea	1	35,500.00	35,500.00			35,500.00	100%	0.00
	TV Inspection & Report	lf	7,137	75,968.00	75,968.00			75,968.00	100%	0.00
	Benchdown & Backfill	ls	1	84,000.00	84,000.00			84,000.00	100%	0.00
				1,421,178.00	1,421,178.00	0.00	0.00	1,421,178.00	100%	0.00

A	B			C	D	E	F	G		H
ITEM #	DESCRIPTION OF WORK	U/M	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
13	CCUA Lift Station									
	Wetwell	ls	1	230,000.00	230,000.00			230,000.00	100%	0.00
	Pumps & Panel	ls	1	124,000.00	124,000.00			124,000.00	100%	0.00
	Fence	ls	1	15,000.00	15,000.00			15,000.00	100%	0.00
	Concrete Paving, Stone & Sitework	ls	1	40,000.00	40,000.00			40,000.00	100%	0.00
	Electric	ls	1	40,000.00	40,000.00			40,000.00	100%	0.00
	Start Up and Test	ls	1	7,500.00	7,500.00			7,500.00	100%	0.00
				456,500.00	456,500.00	0.00	0.00	456,500.00	100%	0.00
14	CCUA FORCEMAIN SYSTEM									
	6" Forcemain	lf	2,842	134,028.00	134,028.00			134,028.00	100%	0.00
	Testing	lf	1	1,500.00	1,500.00			1,500.00	100%	0.00
	Air Release Valve & Vault	ea	1	7,000.00	7,000.00			7,000.00	100%	0.00
				142,528.00	142,528.00	0.00	0.00	142,528.00	100%	0.00
15	WATER & SEWER AS-BUILTS									
	As-Builts	ls	1	53,400.00	53,400.00			53,400.00	100%	0.00
				53,400.00	53,400.00	0.00	0.00	53,400.00	100%	0.00
16	IRRIGATION SLEEVES & ELECTRICAL/TELEPHONE/CATV SLEEVES									
	2.5"	lf	4,000	48,000.00	48,000.00			48,000.00	100%	0.00
	3"	lf	5,000	70,000.00	70,000.00			70,000.00	100%	0.00
	4"	lf	5,000	80,000.00	80,000.00			80,000.00	100%	0.00
	6"	lf	4,000	72,000.00	72,000.00			72,000.00	100%	0.00
				270,000.00	270,000.00	0.00	0.00	270,000.00	100%	0.00
17	CLAY ELECTRIC ELECTRICAL INFRASTRUCTURE ALLOWANCE									
	PER BID DOCS	ls	1	130,000.00	130,000.00			130,000.00	100%	0.00
				130,000.00	130,000.00	0.00	0.00	130,000.00	100%	0.00
18	LANDSCAPING									
	Landscaping	ls	1	352,000.00	352,000.00			352,000.00	100%	0.00
				352,000.00	352,000.00	0.00	0.00	352,000.00	100%	0.00

A	B			C	D	E	F	G		H
ITEM #	DESCRIPTION OF WORK	U/M	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
19	SEEDING AND MULCHING AND SOD									
	Grassing - Lots	sy	343,900	206,340.00	206,340.00			206,340.00	100%	0.00
	R/W	sy	38,400	23,040.00	23,040.00			23,040.00	100%	0.00
	Sod - Ponds	sy	17,000	59,500.00	59,500.00			59,500.00	100%	0.00
	Back Lot Slope	sy	13,300	46,550.00	46,550.00			46,550.00	100%	0.00
	BOC & EOP	sy	3,500	12,250.00	12,250.00			12,250.00	100%	0.00
				347,680.00	347,680.00	0.00	0.00	347,680.00	100%	0.00
20	EROSION & SEDIMENT CONTROL									
	Erosion Control NPDES	ls	1	23,000.00	23,000.00			23,000.00	100%	0.00
	Silt Fence	lf	11,000	33,000.00	33,000.00			33,000.00	100%	0.00
	Construction Entrance	ls	2	13,000.00	13,000.00			13,000.00	100%	0.00
	Inlet Protection	ea	128	51,200.00	51,200.00			51,200.00	100%	0.00
	Turbidity Control	ls	1	25,000.00	25,000.00			25,000.00	100%	0.00
				145,200.00	145,200.00	0.00	0.00	145,200.00	100%	0.00
21	STORMWATER POLLUTION PREV PLAN									
	SWPPP	ls	1	14,000.00	14,000.00			14,000.00	100%	0.00
				14,000.00	14,000.00	0.00	0.00	14,000.00	100%	0.00
22	BONDING/WARRANTY									
	Payment & Performance Bonds	ls	1	181,000.00	181,000.00			181,000.00	100%	0.00
	Contractor Warranty	ls	1	38,900.00	38,900.00			38,900.00	100%	0.00
				219,900.00	219,900.00	0.00	0.00	219,900.00	100%	0.00
	SUB-TOTAL (Ph1 - 238 Lots)			\$ 12,440,564.75	\$ 12,440,564.75	\$ -	\$ -	\$ 12,440,564.75	100%	\$ -

PROJECT: **Creekview Trail Area 5**

Application # 26
Application Date 7/25/2024
Period To 7/25/2024

A	B			C	D	E	F	G		H
ITEM #	DESCRIPTION OF WORK	U/M	QTY	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)
1	CHANGE ORDER #1									
	ODP Materials Deduct									
A	American Precast	ls	1	(646,932.70)	(646,932.70)			(646,932.70)	100%	0.00
B	County Materials	ls	1	(693,433.94)	(693,433.94)			(693,433.94)	100%	0.00
C	Ferguson Waterworks	ls	1	(1,613,099.00)	(1,613,099.00)			(1,613,099.00)	100%	0.00
D	Xylem/Flygt	ls	1	(74,097.50)	(74,097.50)			(74,097.50)	100%	0.00
				(3,027,563.14)	(3,027,563.14)	0.00	0.00	(3,027,563.14)	100%	0.00
2	CHANGE ORDER #2									
	Various Changes									
A	Various Changes	ls	1	302,710.39	302,710.39			302,710.39	100%	0.00
3	CHANGE ORDER #3									
	Rain Days									
A	Rain Days			0.00						
4	CHANGE ORDER #4									
	Rain Days									
A	Rain Days			0.00						

PROJECT: **Creekview Trail Area 5**

Application # 26
Application Date 7/25/2024
Period To 7/25/2024

A	B			C	D	E	F	G		H
ITEM #	DESCRIPTION OF WORK	U/M	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
5	CHANGE ORDER #5									
A	Force Main Back Tap	ls	1	6,288.00	6,288.00			6,288.00	100%	0.00
6	CHANGE ORDER #6									
A	Various Changes	ls	1	(316,000.00)	(316,000.00)			(316,000.00)	100%	0.00
7	CHANGE ORDER #7									
A	Various Changes	ls	1	15,000.00	15,000.00			15,000.00	100%	0.00
8	CHANGE ORDER #8									
A	Various Changes	ls	1	(8,000.00)	(8,000.00)			(8,000.00)	100%	0.00
9	CHANGE ORDER #9									
A	Lot 176 Washout	ls	1	21,200.00		21,200.00		21,200.00	100%	0.00
TOTAL CHANGE ORDERS				(3,006,364.75)	(3,027,564.75)	21,200.00	0.00	(3,006,364.75)	100%	0.00

Signature:

Email: gkern@greenpointllc.com

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of \$68,265.00, hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview CDD, on the job of Creekview Trail Area 5, for the following described property:

Creekview Trail Area 5

The undersigned lienor acknowledges previous receipt of \$9,365,935.00 and is executing this waiver and release in exchange for a check or checks in the additional amount of \$ 68,265.00, this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of \$ 68,265.00.

There remains unpaid \$ 0.00

Dated: July 25, 2024

Signed and sealed in the presence of:

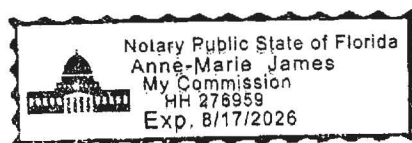
Lienor

Witness

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, July 25, 2024 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc., a Florida corporation, on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me ☒ produced N/A as identification ☐



Notary Public

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AIII

REQUISITION #373

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **373**
- (B) Name of Payee: **The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17, #235
Fleming Island, FL 32003**
- (C) Amount Payable: **\$ 11,710.50**
- (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): **APF Road Phase 1 Landscape Install - Progress Billing App No. 6 (July 2024)**
- (E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

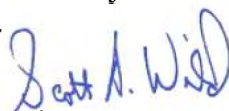
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer



The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17
#235
Fleming Island FL 32003
904-778-1030

License:

Progress Billing

Application: 6
Period: 07/31/2024

Owner: Creekview CDD
c/o Wrathell Hunt & Associates
2300 Glades Rd. Ste 410W
Boca Raton FL 33431-8556

Job Location: APF Road Creekview
Hyland Trail
Green Cove Springs FL

Application For Payment On Contract

Original Contract.....	607,155.50
Net Change by Change Orders.....	0.00
Contract Sum to Date.....	607,155.50
Total Complete to Date.....	607,155.50
Total Retained.....	0.00
Total Earned Less Retained.....	607,155.50
Less Previous Billings.....	595,445.00
Current Payment Due.....	11,710.50
Balance on Contract.....	0.00

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: _____

Terms: Invoices are due and payable 30DY from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: The Tree Amigos Outdoor Services, Inc.

Thank you for your prompt payment.

PROGRESS BILLING

Application: 6

Period: 07/31/2024

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Trees	81,410.00		81,410.00	81,410.00			81,410.00	100.00		
Shrubs	47,833.00		47,833.00	43,106.00	4,727.00		47,833.00	100.00		
Mulch-Root Barrier-Annual S	27,023.50		27,023.50	25,155.00	1,868.50		27,023.50	100.00		
Sod	113,660.00		113,660.00	111,095.00	2,565.00		113,660.00	100.00		
Irrigation	323,846.00		323,846.00	323,846.00			323,846.00	100.00		
Grade	3,500.00		3,500.00	3,500.00			3,500.00	100.00		
Mobi	3,500.00		3,500.00	3,000.00	500.00		3,500.00	100.00		
Equipment	4,500.00		4,500.00	3,750.00	750.00		4,500.00	100.00		
Delivery	7,800.00		7,800.00	6,500.00	1,300.00		7,800.00	100.00		
CO#1	-5,917.00		-5,917.00	-5,917.00			-5,917.00	100.00		
Totals:	607,155.50		607,155.50	595,445.00	11,710.50		607,155.50	100.00		

Creekview CDD Requisition Form 373 - The Tree Amigos (App#6)

Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1rOuDTN0be70hZVRR33TgTqzaYP2jeM

"Creekview CDD Requisition Form 373 - The Tree Amigos (App#6)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-08-07 - 12:25:41 PM GMT
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2024-08-07 - 12:25:48 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2024-08-07 - 1:06:23 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-08-07 - 1:07:27 PM GMT - Time Source: server
-  Agreement completed.
2024-08-07 - 1:07:27 PM GMT

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AIV

REQUISITION #374

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **374**
- (B) Name of Payee: **The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17, #235
Fleming Island, FL 32003**
- (C) Amount Payable: **\$ 83,317.00**
- (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): **Creekview Trail Area 5
Landscape Billing - Invoice 61201895**
- (E) Account from which disbursement to be made: **2022 Acquisition and
Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

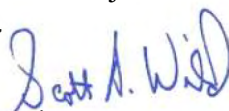
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer



The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17
#235
Fleming Island FL 32003
904-778-1030

License:

Contract Invoice

Invoice#: 61201895

Date: 07/31/2024

Billed To: Creekview CDD
Hyland Trail
Green Cove Springs FL

Project: Creekview Code
Hyland Trail
Green Cove Springs FL

Due Date: 08/30/2024

Terms: 30DY

Order#

Description	Amount
Creekview Code 5A-5B	
Pinus Elliottii	8,695.00
Juniperus Sillicicola	6,675.00
Platanus Occidentalis	465.00
Ulmus Parvifolia	2,100.00
Pine Straw (Bales)	405.00
Argentin Bahia	46,530.00
Irrigation	14,597.00
Grade/Prep	900.00
Mobilization	1,050.00
Equipment	800.00
Delivery	1,100.00

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	83,317.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	83,317.00

Creekview CDD Requisition Form 374 - The Tree Amigos

Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3FSYhNJ8sasQnKkvOYlwKrWvdFTVG1FG

"Creekview CDD Requisition Form 374 - The Tree Amigos" History

-  Document created by Shelley Blair (blairs@etminc.com)
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-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-08-07 - 1:06:09 PM GMT - Time Source: server
-  Agreement completed.
2024-08-07 - 1:06:09 PM GMT



CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AV

REQUISITION #375

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **375**
- (B) Name of Payee: **The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17, #235
Fleming Island, FL 32003**
- (C) Amount Payable: **\$ 12,125.00**
- (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): **Creekview Trail Area 1&2
Irrigation Billing -Invoice 61201892**
- (E) Account from which disbursement to be made: **2022 Acquisition and**

Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

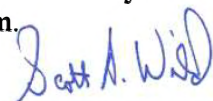
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer



The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17
#235
Fleming Island FL 32003
904-778-1030

License:

Contract Invoice

Invoice#: 61201892

Date: 07/31/2024

Billed To: Creekview CDD
Hyland Trail
Green Cove Springs FL

Project: Hyland Area 1 & 2
Hyland Trail
Green Cove Springs FL

Due Date: 08/30/2024

Terms: 30DY

Order#

Description	Amount
Hyland Areas 1&2 Irrigation	12,125.00

*A service charge of 0.00 % per annum will be charged on all amounts
overdue on regular statement dates.*

Thank you for your prompt payment!

Non-Taxable Amount:	12,125.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	12,125.00

Creekview CDD Requisition Form 375 - Three Amigos (61201892)

Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnnSocRZ9McbQ-rUUL23rNG6-sfIV-m

"Creekview CDD Requisition Form 375 - Three Amigos (61201892)" History

-  Document created by Shelley Blair (blairs@etminc.com)
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-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-08-07 - 1:14:34 PM GMT - Time Source: server
-  Agreement completed.
2024-08-07 - 1:14:34 PM GMT

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AVI

REQUISITION #376

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **376**
- (B) Name of Payee: **The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17, #235
Fleming Island, FL 32003**
- (C) Amount Payable: **\$ 146,410.00**
- (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): **Creekview Trail Area 2
Landscape Billing -Invoice 61201893**
- (E) Account from which disbursement to be made: **2022 Acquisition and
Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

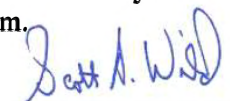
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer



The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17
#235
Fleming Island FL 32003
904-778-1030

License:

Contract Invoice

Invoice#: 61201893

Date: 07/31/2024

Billed To: Creekview CDD
Hyland Trail
Green Cove Springs FL

Project: Hyland Area 1 & 2
Hyland Trail
Green Cove Springs FL

Due Date: 08/30/2024

Terms: 30DY

Order#

Description	Amount
Hyland Area #2	
Acer Rubrum	1,050.00
Juniperus Sillicicola	1,860.00
Juniperus Sillicicola	2,325.00
Magnolia Grandiflora-'Alta'	2,055.00
Pinus Elliottii	1,140.00
Pinus Elliottii	1,425.00
Pinus Elliottii	830.00
Quercus virginia	5,535.00
Illicum floridanum	11,390.00
Viburnum Odoratissimum	2,272.00
Drift Rose	4,273.50
Spartina Grass	730.00
Muhlenbergia Capillaris	1,820.00
Juniperus Chinensis	1,413.75
Annuals	2,153.25
Annual soil	340.00
St. Augustine Floratam	37,100.00
Argentin Bahia	27,360.00
Argentin Bahia	24,960.00
Pine Straw (Bales)	3,442.50
Grade/Prep	2,500.00
Mobilization	3,650.00

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	146,410.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	146,410.00

Contract Invoice

Continued...

Invoice#: 61201893

Date: 07/31/2024

Description	Amount
Equipment	2,500.00
Delivery	2,850.00
Fakhatchee	1,435.00

Creekview CDD Requisition Form 376 - Three Amigos (61201893

Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1Gaa5xSqA1le8T2Bc0F9vud3lFgM9w7u

"Creekview CDD Requisition Form 376 - Three Amigos (61201893" History

-  Document created by Shelley Blair (blairs@etminc.com)
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Signature Date: 2024-08-07 - 1:14:06 PM GMT - Time Source: server
-  Agreement completed.
2024-08-07 - 1:14:06 PM GMT

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AVII

REQUISITION #377

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)**

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **377**
- (B) Name of Payee: **The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17, #235
Fleming Island, FL 32003**
- (C) Amount Payable: **\$ 18,211.50**
- (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): **Creekview Trail Area 1
Landscape Billing -Invoice 61201891**
- (E) Account from which disbursement to be made: **2022 Acquisition and
Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

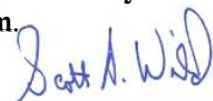
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer



The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17
#235
Fleming Island FL 32003
904-778-1030

License:

Contract Invoice

Invoice#: 61201891

Date: 07/31/2024

Billed To: Creekview CDD
Hyland Trail
Green Cove Springs FL

Project: Hyland Area 1 & 2
Hyland Trail
Green Cove Springs FL

Due Date: 08/30/2024

Terms: 30DY

Order#

Description	Amount
Hyland Area 1	
Muhlenbergia Capillaris	4,260.00
Fakahatchee Grass	3,590.00
Anise	5,168.00
Pine Straw (Bales)	3,793.50
Mobilization	1,400.00

*A service charge of 0.00 % per annum will be charged on all amounts
overdue on regular statement dates.*

Thank you for your prompt payment!

Non-Taxable Amount:	18,211.50
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	18,211.50

Creekview CDD Requisition Form 377 - Three Amigos (61201891)

Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXCcvDZMoqrzc_DAwntM_7z-OLagP__9Y

"Creekview CDD Requisition Form 377 - Three Amigos (61201891)" History

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-  Agreement completed.
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CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AVIII

REQUISITION #378

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **378**
- (B) Name of Payee: England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290
- (C) Amount Payable: **\$ 12,973.96**

Invoice 214998 (July 2024) Area 3 and Amenity Site Mass Grading (WA#22)	\$ 812.50
Invoice 214999 (July 2024) Area 4A CEI Services (WA#23)	\$ 1,249.25
Invoice 215000 (July 2024) APF Road Phase 2 CEI Services (WA#24)	\$ 1,091.25
Invoice 215042 (July 2024) Area 6 Construction Documents (WA#8)	\$ 2,385.00
Invoice 215043 (July 2024) Creekview Trail Areas 1 and 2 CEI Services (WA#9)	\$ 4,237.50
Invoice 215044 (July 2024) Master Site Planning (WA#11)	\$ 1,811.00
Invoice 215040 (July 2024) Creekview Area 5A and 5B CEI Services (WA#3)	<u>\$ 1,387.46</u>
Total Req 378	\$ 12,973.96

- (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):
- (E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

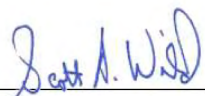
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer

Creekview CDD
 c/o Wrathell, Hunt & Associates, LLC
 Attn: Craig Wrathell
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

July 31, 2024
 Invoice No: 214998

Total This Invoice
 \$812.50

Project 17115.17000 Area 3 and Amenity Site Mass Grading (WA#22)

Professional Services rendered through July 27, 2024

Phase	01.	Preliminary Engineering			
			Total Fee	16,250.00	
			Percent Complete	95.00	
			Total Fee		812.50
			Total this Phase		\$812.50

Phase	02.	Project Management			
Billing Limits			Current	Prior	To-Date
Labor			0.00	2,500.00	2,500.00
Limit					2,500.00
			Total this Phase		0.00

Phase	XP.	Expenses			
			Total this Phase		0.00
			Total This Invoice		\$812.50

Outstanding Invoices

Number	Date	Balance
214537	7/5/2024	6,840.87
Total		6,840.87

Total Now Due \$7,653.37

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

July 31, 2024

Invoice No: 214999

Total This Invoice	\$1,249.25
---------------------------	-------------------

Project 17115.18000 Area 4A CEI Services (WA#23)

Professional Services rendered through July 27, 2024

Phase 01. CEI Services

Labor

			Hours	Rate	Amount	
CEI Project Manager/Project Admin.						
Donchez, James	7/13/2024		.25	219.00	54.75	
Donchez, James	7/20/2024		.50	219.00	109.50	
Donchez, James	7/27/2024		.50	219.00	109.50	
CEI Sr. Inspector						
Ellins, Jason	7/6/2024		.50	173.00	86.50	
Ellins, Jason	7/20/2024		1.00	173.00	173.00	
Ellins, Jason	7/27/2024		1.00	173.00	173.00	
Totals			3.75		706.25	
Total Labor						706.25

Billing Limits	Current	Prior	To-Date
Labor	706.25	4,709.50	5,415.75
Limit			108,576.00
Remaining			103,160.25

Total this Phase \$706.25

Phase 02. Progress Meetings

Labor

			Hours	Rate	Amount	
Executive Vice President						
Wild, Scott	7/20/2024		1.50	362.00	543.00	
Totals			1.50		543.00	
Total Labor						543.00

Billing Limits	Current	Prior	To-Date
Labor	543.00	724.00	1,267.00
Limit			39,060.00
Remaining			37,793.00

Total this Phase \$543.00

Phase	03.	CDD Tax Exempt Purchase Requisitions			
Billing Limits			Current	Prior	To-Date
Labor			0.00	0.00	0.00
Limit					15,000.00
Remaining					15,000.00
Total this Phase					0.00

Phase	04.	Owner Requested Plan Revisions			
Billing Limits			Current	Prior	To-Date
Labor			0.00	1,558.00	1,558.00
Limit					20,000.00
Remaining					18,442.00
Total this Phase					0.00

Phase	XP.	Expenses			
Billing Limits			Current	Prior	To-Date
Expense			0.00	0.00	0.00
Limit					1,500.00
Remaining					1,500.00
Total this Phase					0.00

Total This Invoice

\$1,249.25

Outstanding Invoices

Number	Date	Balance
214538	7/5/2024	4,341.00
Total		4,341.00

Total Now Due

\$5,590.25

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

July 31, 2024

Invoice No: 215000

Total This Invoice	\$1,091.25
---------------------------	-------------------

Project 17115.19000 APF Road Phase 2 CEI Services (WA#24)

Professional Services rendered through July 27, 2024

Phase 01. CEI Services

Labor

			Hours	Rate	Amount
Executive Vice President					
Wild, Scott	7/13/2024		1.00	362.00	362.00
CEI Project Manager/Project Admin.					
Donchez, James	7/6/2024		.50	219.00	109.50
Donchez, James	7/13/2024		.25	219.00	54.75
Donchez, James	7/27/2024		1.00	219.00	219.00
CEI Sr. Inspector					
Ellins, Jason	7/6/2024		.50	173.00	86.50
Ellins, Jason	7/20/2024		.50	173.00	86.50
Ellins, Jason	7/27/2024		1.00	173.00	173.00
Totals			4.75		1,091.25
Total Labor					1,091.25

Billing Limits

	Current	Prior	To-Date
Labor	1,091.25	7,687.50	8,778.75
Limit			54,288.00
Remaining			45,509.25

Total this Phase \$1,091.25

Phase 02. Progress Meetings

Billing Limits

	Current	Prior	To-Date
Labor	0.00	0.00	0.00
Limit			19,530.00
Remaining			19,530.00

Total this Phase 0.00

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				15,000.00
Remaining				15,000.00
Total this Phase				0.00

Phase04.Owner Requested Plan Revisions

Billing Limits		Current	Prior	To-Date
Labor		0.00	3,499.00	3,499.00
Limit				10,000.00
Remaining				6,501.00
Total this Phase				0.00

PhaseXP.Expenses

Billing Limits		Current	Prior	To-Date
Expense		0.00	50.08	50.08
Limit				1,500.00
Remaining				1,449.92
Total this Phase				0.00
Total This Invoice				<u>\$1,091.25</u>

Outstanding Invoices			
Number	Date	Balance	
214539	7/5/2024	3,955.00	
Total		3,955.00	
		Total Now Due	\$5,046.25

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

August 02, 2024

Invoice No: 215042

Total This Invoice \$2,385.00

Project 22204.00000 Creekview Trail -Area 6 Construction Documents (WA#8)

Professional Services rendered through July 27, 2024

Phase	01	Site Plan Revisions			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	7,500.00	7,500.00
Limit					7,500.00
Total this Phase					0.00

Phase 02-10 Lump Sum Services

	Fee	Percent Complete	Earned	Current Billing
2.Clay County DRC Approval	9,375.00	100.00	9,375.00	0.00
3.Construction Plan Preparation	128,125.00	95.00	121,718.75	0.00
4.Lift Station Design	38,000.00	85.00	32,300.00	1,900.00
5.Landscape Design(Code Design)	9,700.00	85.00	8,245.00	485.00
6.Clay County Plan Approval	8,500.00	25.00	2,125.00	0.00
7.CCUA Plan Approval	6,500.00	0.00	0.00	0.00
8.CCUA Water & Sewer Permits	5,000.00	0.00	0.00	0.00
9.SJRWMD ERP	18,700.00	50.00	9,350.00	0.00
10.Electric Design	4,200.00	0.00	0.00	0.00
Total Fee	228,100.00		183,113.75	2,385.00
Total Fee				2,385.00
Total this Phase				\$2,385.00

Phase 11 Project Management

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	3,312.00	3,312.00
Limit			10,000.00
Remaining			6,688.00
Total this Phase			0.00

Total This Invoice \$2,385.00

Outstanding Invoices

Number	Date	Balance
214568	7/5/2024	53,250.26
Total		53,250.26

Total Now Due	\$55,635.26
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Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

August 02, 2024

Invoice No: 215044

Total This Invoice \$1,811.00

Project 22320.00000 Creekview CDD - Master Site Planning (WA#11)

Professional Services rendered through July 27, 2024

Phase 01. Master Site Planning

Labor

		Hours	Rate	Amount	
Senior Technician/Senior Specialist					
Merrell, Scott	7/6/2024	4.00	163.00	652.00	
Merrell, Scott	7/27/2024	3.00	163.00	489.00	
Totals		7.00		1,141.00	
Total Labor					1,141.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,141.00	20,233.00	21,374.00
Limit			25,000.00
Remaining			3,626.00

Total this Phase \$1,141.00

Phase 02. Master Planning Coordination Meetings

Labor

		Hours	Rate	Amount	
Executive VP/Chief Engineer					
Wild, Scott	7/13/2024	1.00	335.00	335.00	
Wild, Scott	7/27/2024	1.00	335.00	335.00	
Totals		2.00		670.00	
Total Labor					670.00

Billing Limits

	Current	Prior	To-Date
Total Billings	670.00	10,975.00	11,645.00
Limit			25,000.00
Remaining			13,355.00

Total this Phase \$670.00

Phase XP Expenses

Total this Phase 0.00

Total This Invoice \$1,811.00

Outstanding Invoices

Number	Date	Balance		
214577	7/5/2024	2,680.00		
Total		2,680.00		
			Total Now Due	\$4,491.00

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

August 02, 2024

Invoice No: 215043

Total This Invoice \$4,237.50

Project 22205.00000 Creekview CDD-Areas 1 and 2 CEI Services (WA#9)

Professional Services rendered through July 27, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
CADD/GIS Technician					
Jeter, Matthew	7/27/2024		3.00	125.00	375.00
Totals			3.00		375.00
Total Labor					375.00

Billing Limits

	Current	Prior	To-Date
Total Billings	375.00	89,155.75	89,530.75
Limit			100,000.00
Remaining			10,469.25

Total this Phase \$375.00

Phase 02 Miscellaneous CEI Services

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	7/27/2024		1.00	320.00	320.00
Project Manager					
Blalock, Clinton	7/27/2024		.25	190.00	47.50
Engineer					
Hebb, Cara	7/6/2024		2.00	165.00	330.00
Hebb, Cara	7/13/2024		2.50	165.00	412.50
Hebb, Cara	7/20/2024		2.00	165.00	330.00
Hebb, Cara	7/27/2024		2.00	165.00	330.00
CEI Project Manager					
Donchez, James	7/6/2024		.50	175.00	87.50
Donchez, James	7/13/2024		.50	175.00	87.50
Donchez, James	7/20/2024		.50	175.00	87.50
Donchez, James	7/27/2024		.50	175.00	87.50
CEI Sr. Inspector					
Ellins, Jason	7/6/2024		2.50	155.00	387.50
Ellins, Jason	7/13/2024		1.00	155.00	155.00
Ellins, Jason	7/20/2024		3.00	155.00	465.00

Project	22205.00000	Creekview CDD-Areas 1 and 2 CEI Services	Invoice	215043
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Ellins, Jason	7/27/2024	1.00	155.00	155.00
Totals		19.25		3,282.50

Total Labor				3,282.50
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Billing Limits	Current	Prior	To-Date
Total Billings	3,282.50	36,525.00	39,807.50
Limit			45,000.00
Remaining			5,192.50

Total this Phase	\$3,282.50
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Phase	03	Progress Meetings
Labor		

		Hours	Rate	Amount
Engineer				
Hebb, Cara	7/13/2024	1.00	165.00	165.00
Hebb, Cara	7/20/2024	.50	165.00	82.50
Hebb, Cara	7/27/2024	.50	165.00	82.50
Totals		2.00		330.00

Total Labor				330.00
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Billing Limits	Current	Prior	To-Date
Total Billings	330.00	13,496.75	13,826.75
Limit			16,200.00
Remaining			2,373.25

Total this Phase	\$330.00
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Phase	04	Owner Requested Plan Revisions
Labor		

		Hours	Rate	Amount
CADD/GIS Technician				
Jeter, Matthew	7/13/2024	2.00	125.00	250.00
Totals		2.00		250.00

Total Labor				250.00
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Billing Limits	Current	Prior	To-Date
Total Billings	250.00	36,642.25	36,892.25
Limit			40,000.00
Remaining			3,107.75

Total this Phase	\$250.00
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Phase	05	Reimbursable Expenses
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Total this Phase	0.00
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Total This Invoice	\$4,237.50
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Outstanding Invoices

Number	Date	Balance
214598	7/8/2024	11,667.29
Total		11,667.29

Total Now Due	\$15,904.79
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Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

August 02, 2024

Invoice No: 215040

Total This Invoice \$1,387.46

Project 22092.00000 Creekview Areas 5A and 5B CEI Services (WA#3)

Professional Services rendered through July 27, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Engineer					
Hebb, Cara	7/6/2024		3.00	165.00	495.00
Hebb, Cara	7/13/2024		1.00	165.00	165.00
Hebb, Cara	7/20/2024		.50	165.00	82.50
Hebb, Cara	7/27/2024		1.00	165.00	165.00
CEI Project Manager					
Donchez, James	7/6/2024		1.00	175.00	175.00
Donchez, James	7/13/2024		.50	175.00	87.50
Donchez, James	7/20/2024		.50	175.00	87.50
Donchez, James	7/27/2024		.50	175.00	87.50
Totals			8.00		1,345.00
Total Labor					1,345.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,345.00	85,000.00	86,345.00
Limit			90,000.00
Remaining			3,655.00

Total this Phase \$1,345.00

Phase 02 Progress Meetings

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	24,114.75	24,114.75
Limit			25,000.00
Remaining			885.25

Total this Phase 0.00

Phase 03 Owner Requested Plan Revisions

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	19,951.00	19,951.00
Limit			20,000.00
Remaining			49.00

			Total this Phase	0.00
Phase	04	Reimbursable Expenses		
Expenses				
Delivery / Messenger Svc			42.46	
Total Expenses		1.0 times	42.46	42.46
			Total this Phase	\$42.46
			Total This Invoice	\$1,387.46

Outstanding Invoices				
	Number	Date	Balance	
	214561	7/5/2024	1,784.75	
	Total		1,784.75	
			Total Now Due	\$3,172.21

Creekview CDD - Reqs 378 ETM (July)

Final Audit Report

2024-08-15

Created:	2024-08-14
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4Czb1SJafK_W-ANG0KikJytxm1Chx1E

"Creekview CDD - Reqs 378 ETM (July)" History

-  Document created by Shelley Blair (blairs@etminc.com)
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-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-08-15 - 12:06:03 PM GMT - Time Source: server
-  Agreement completed.
2024-08-15 - 12:06:03 PM GMT



CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AIX

REQUISITION #379

2022 ACQUISITION AND CONSTRUCTION

Creekview Community Development District **ACCOUNT**
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **379**
- (B) Name of Payee: Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, FL 32256
- (C) Amount Payable: \$ 46,300.00
- (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): **Hyland Trails Construction Administration - Invoice 10280**
- (E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer

**Basham & Lucas Design Group Inc.**

7645 Gate Pkwy Ste 101
Jacksonville, FL 32256 US
+19047312323

INVOICE**BILL TO**

Creekview CDD
c/o Mike Taylor
7807 Baymeadows Rd. E, Suite 205
Jacksonville, FL 32256

INVOICE**10280****DATE****08/08/2024****TERMS****Due on receipt****DUE DATE****08/31/2024****PROJECT NAME****(22-08C) Hyland Trails CDs**

CONTRACT SERVICES	CONTRACT	DUE	AMOUNT DUE
Part 1: Amenity Area Design Development	41,500.00	100.00 % of 41,500.00	41,500.00
Part 2: Architectural Construction Documents of the Clubhouse	96,700.00	0.00 of 96,700.00	0.00
Part 3: Interior Design Construction Documents for the Clubhouse	16,500.00	0.00 of 16,500.00	0.00
Part 4: Amenity Area Hardscape Construction Documents	18,800.00	0.00 of 18,800.00	0.00
Part 5: Amenity Area Site Electrical Engineering	5,200.00	0.00 of 5,200.00	0.00
Part 6: Amenity Area Landscape Architecture & Irrigation Design	12,500.00	0.00 of 12,500.00	0.00
Part 7: Swimming Pool & Splash Park Engineering Documents	19,800.00	0.00 of 19,800.00	0.00
Part 8: Fine Grading of the Pool Area	4,500.00	0.00 of 4,500.00	0.00
Part 9: Lightening Mitigation Diagram	1,800.00	0.00 of 1,800.00	0.00
Part 10: Exterior Color/Material Selection for Amenity Area Improvements	4,400.00	0.00 of 4,400.00	0.00
Part 11: Amenity Area Signage	4,100.00	0.00 of 4,100.00	0.00
Part 12: Color Digital Renderings	4,800.00	100.00 % of 4,800.00	4,800.00
Part 13: Reimbursable Expenses (NTE \$2,000)	2,000.00	0.00 of 2,000.00	0.00

BALANCE DUE**\$46,300.00**

Estimate Summary

Estimate 20-602	232,600.00
This invoice 10280	\$46,300.00
Total invoiced	46,300.00

Creekview CDD Requisition Form 379 Basham & Lucas

Final Audit Report

2024-08-16

Created:	2024-08-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdEExjK8piRYE90y1YF-gLm-p2DrBc-6_

"Creekview CDD Requisition Form 379 Basham & Lucas" History

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2024-08-16 - 6:06:15 PM GMT
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-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
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-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-08-16 - 7:47:57 PM GMT - Time Source: server
-  Agreement completed.
2024-08-16 - 7:47:57 PM GMT

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

3AX

REQUISITION #380

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **380**
- (B) Name of Payee: **The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17, #235
Fleming Island, FL 32003**
- (C) Amount Payable: **\$ 9,285.00**
- (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): **APF Road Phase 1 Landscape Install - Progress Billing App No. 5 (June 2024)**
- (E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;
4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

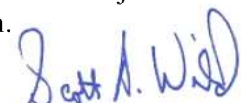
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.


District Engineer



The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17
#235
Fleming Island FL 32003
904-778-1030

License:

Progress Billing

Application: 5
Period: 06/28/2024

Owner: Creekview CDD
c/o Wrathell Hunt & Associates
2300 Glades Rd. Ste 410W
Boca Raton FL 33431-8556

Job Location: APF Road Creekview
Hyland Trail
Green Cove Springs FL

Application For Payment On Contract

Original Contract.....	607,155.50
Net Change by Change Orders.....	0.00
Contract Sum to Date.....	607,155.50
Total Complete to Date.....	595,445.00
Total Retained.....	0.00
Total Earned Less Retained.....	595,445.00
Less Previous Billings.....	586,160.00
Current Payment Due.....	9,285.00
Balance on Contract.....	11,710.50

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: _____

Terms: Invoices are due and payable 30DY from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: The Tree Amigos Outdoor Services, Inc.

Thank you for your prompt payment.

PROGRESS BILLING

Application: 5

Period: 06/28/2024

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Trees	81,410.00		81,410.00	72,125.00	9,285.00		81,410.00	100.00		
Shrubs	47,833.00		47,833.00	43,106.00			43,106.00	90.12	4,727.00	
Mulch-Root Barrier-Annual S	27,023.50		27,023.50	25,155.00			25,155.00	93.09	1,868.50	
Sod	113,660.00		113,660.00	111,095.00			111,095.00	97.74	2,565.00	
Irrigation	323,846.00		323,846.00	323,846.00			323,846.00	100.00		
Grade	3,500.00		3,500.00	3,500.00			3,500.00	100.00		
Mobi	3,500.00		3,500.00	3,000.00			3,000.00	85.71	500.00	
Equipment	4,500.00		4,500.00	3,750.00			3,750.00	83.33	750.00	
Delivery	7,800.00		7,800.00	6,500.00			6,500.00	83.33	1,300.00	
CO#1	-5,917.00		-5,917.00	-5,917.00			-5,917.00	100.00		
Totals:	607,155.50		607,155.50	586,160.00	9,285.00		595,445.00	98.07	11,710.50	

Creekview CDD Requisition Form 380 - The Tree Amigos (App#5)

Final Audit Report

2024-08-16

Created:	2024-08-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAL3H_eMPQ4jQxxrjeawH449dH18mLh3Ge

"Creekview CDD Requisition Form 380 - The Tree Amigos (App# 5)" History

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2024-08-16 - 6:07:17 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
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-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-08-16 - 7:47:10 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-08-16 - 7:47:21 PM GMT - Time Source: server
-  Agreement completed.
2024-08-16 - 7:47:21 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

4

AQUATIC MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of August 2024, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (**“District”**); and

SOLITUDE LAKE MANAGEMENT, LLC, a foreign limited liability company authorized to do business in Florida, with a mailing address of 5869 Enterprise Parkway, Ft. Myers, Florida 33905 (**“Contractor”** and, together with the District, **“Parties”**).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purposes, among others, of planning, constructing, installing, acquiring, financing, managing and operating public improvements and community facilities, including stormwater facilities; and

WHEREAS, the District has a need to retain an independent contractor to provide professional stormwater management services for certain stormwater ponds and ditches within and around the District, which are hereinafter collectively referred to as the **“Ponds”** and which are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (**“Services”**); and

WHEREAS, Contractor desires to provide such services and represents that it is qualified to serve as a professional aquatic management services contractor and has agreed to provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the Parties have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide lake management services of Nine (9) Ponds and Two (2) Ditches Totaling Approximately 14,633 Perimeter Feet and 16.04 Acres as more specifically identified in **Exhibit A**. The Contractor shall provide a minimum of one (1) service visit per Pond each month for the term of this Agreement. The Services shall include, but are not limited to the provision of Services identified in **Exhibit A** (to the extent the exhibit and this Agreement conflict, this Agreement

shall control) attached hereto, including the following (continued on next page):

- (1)Monitoring;
- (2)Aquatic Weed Control;
- (3)Shoreline Weed Control;
- (4)Algae Control; and
- (5)Trash Removal.

B. The Contractor shall conform to the following responsibilities:

- (1)Be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District;
- (2)Report directly to the District Manager or his/her designee;
- (3)Use all due care to protect the property of the District, its residents, and landowners from damage;
- (4)Promptly repair any damage or harm resulting from the Contractor's activities and work; and
- (5)Promptly provide a full written report as to all accidents or claims for damage occurring on property within the District, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

C. The Contractor shall provide all aquatic maintenance services within presently accepted standards and shall ensure that all services are sufficient to maintain the applicable properties consistent with the District's applicable permits and/or conservation easements, as well as applicable federal, state, and local laws. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. At no time shall the Contractor use any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable St. Johns River Water Management District ("**SJRWMD**") rules and any and all SJRWMD permits issued to the District.

3. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the Ponds prior to the time of the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, and maintenance of the existing Ponds, regardless of the current condition of the Ponds and at no additional charge to the District unless specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing Ponds were not in good condition or otherwise differ materially from conditions ordinarily encountered.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor agrees to meet with the District's representative, as determined by the District Manager, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. The Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the aquatic maintenance services upon request of the District's Designee. Further, the Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to commence repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

5. **COMPENSATION.**

- A. As compensation for Services described in this Agreement, the District agrees to pay the Contractor **Nine Hundred Ninety-Eight Dollars and Zero Cents (\$998.00)** per month, for a total annual amount not to exceed **Eleven Thousand Nine Hundred Seventy-Six Dollars and Zero Cents (\$11,976.00)**, for all Services described herein, consistent with the specifications set forth in **Exhibit A**. Any additional compensation for additional duties shall be paid only upon the written authorization of the District's representative in accordance with the detailed and/or specification pricing provided in Contractor's proposal to the District.
- B. If the District should desire additional work or services, or to add additional ponds to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services and such additional work or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first authorizes the Contractor to perform such additional work or services through an authorized and fully executed ASO. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing, attached hereto as part of **Exhibit A**. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.
- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating

to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Services, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. Payment shall be in accordance with Florida's Local Government Prompt Payment Act, as set forth in Sections 218.70 *et seq.* of the *Florida Statutes*, and unpaid invoices shall accrue interest as set forth therein. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **TERM.** This Agreement is effective as of the date first written above and Contractor shall commence Services immediately thereafter and shall continue through September 30, 2025, ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for four (4) additional one-year terms with the same terms as set forth herein, in the District's sole discretion.

7. **SUBCONTRACTORS.** The Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either

directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

8. EFFECTIVE DATE. This Agreement shall be binding and effective as of the date first written above and shall remain in effect as set forth in Section 6 of this Agreement, unless terminated in accordance with the provisions of this Agreement.

9. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
<i>Products/Completed Operations</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District, its officers, supervisors, professional staff, employees, consultants, and representatives shall be named as an additional insured. Association shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy. Moreover, notices of accidents or occurrences and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured. Additionally, the insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors, if any, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omission in these insurance requirements as they apply to subcontractors.

D. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance

in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

10. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, staff, consultants, employees, successors, assigns, members, affiliates, or representatives ("**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors and suppliers include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

11. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen or mechanic's liens and

claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

14. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

17. TERMINATION. The Parties agree that the District or Contractor may terminate this Agreement with or without cause upon thirty (30) days' written notice. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied,

on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

21. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

22. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

23. AMENDMENTS. 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 the District and the Contractor.

24. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

25. NOTICES. All notices, requests, consents, and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Creekview CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Solitude Lake Management, LLC
5869 Enterprise Parkway
Ft. Myers, Florida 33905
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only

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

26. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

27. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Clay County, Florida.

28. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Wrathell Hunt & Associates ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE PUBLIC
RECORDS CUSTODIAN AT (561) 571-0010,
GILLYARDD@WHHASSOCIATES.COM, OR 4300 GLADES
ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

29. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

30. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 any doubtful language will not be interpreted or construed against any party.

31. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson/Vice Chairperson

**SOLITUDE LAKE MANAGEMENT,
LLC**

By: _____
Its: _____

Exhibit A: Proposal for Aquatic Management Services (Includes Map for Scope of Services)

Exhibit A

Proposal for Aquatic Management Services (Includes Map for Scope of Services)

Monitoring: Hyland Trail HOA Ponds 1-9 & Ditches 1 & 2

1. A SOLitude Aquatic Specialist will visit the site and inspect the ponds and ditches on a ***one (1) time per month*** basis.
2. The waterbodies will be inspected at least once each month.
3. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control: Hyland Trail HOA Ponds 1-9 & Ditches 1 & 2

1. The ponds and ditches will be inspected on a ***one (1) time per month*** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the ponds and ditches with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the ponds and ditches at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Pond Algae Control: Hyland Trail HOA Ponds 1-9 & Ditches 1 & 2

1. The ponds and ditches will be inspected on a ***one (1) time per month*** basis.
2. Any algae found in the ponds and ditches with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Shoreline Weed Control: Hyland Trail HOA Ponds 1-9 & Ditches 1 & 2

1. Shoreline areas will be inspected on a ***one (1) time per month*** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond and ditch areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.

3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Trash Removal: Hyland Trail HOA Ponds 1-9 & Ditches 1 & 2

1. Trash will be removed from the ponds and ditches with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

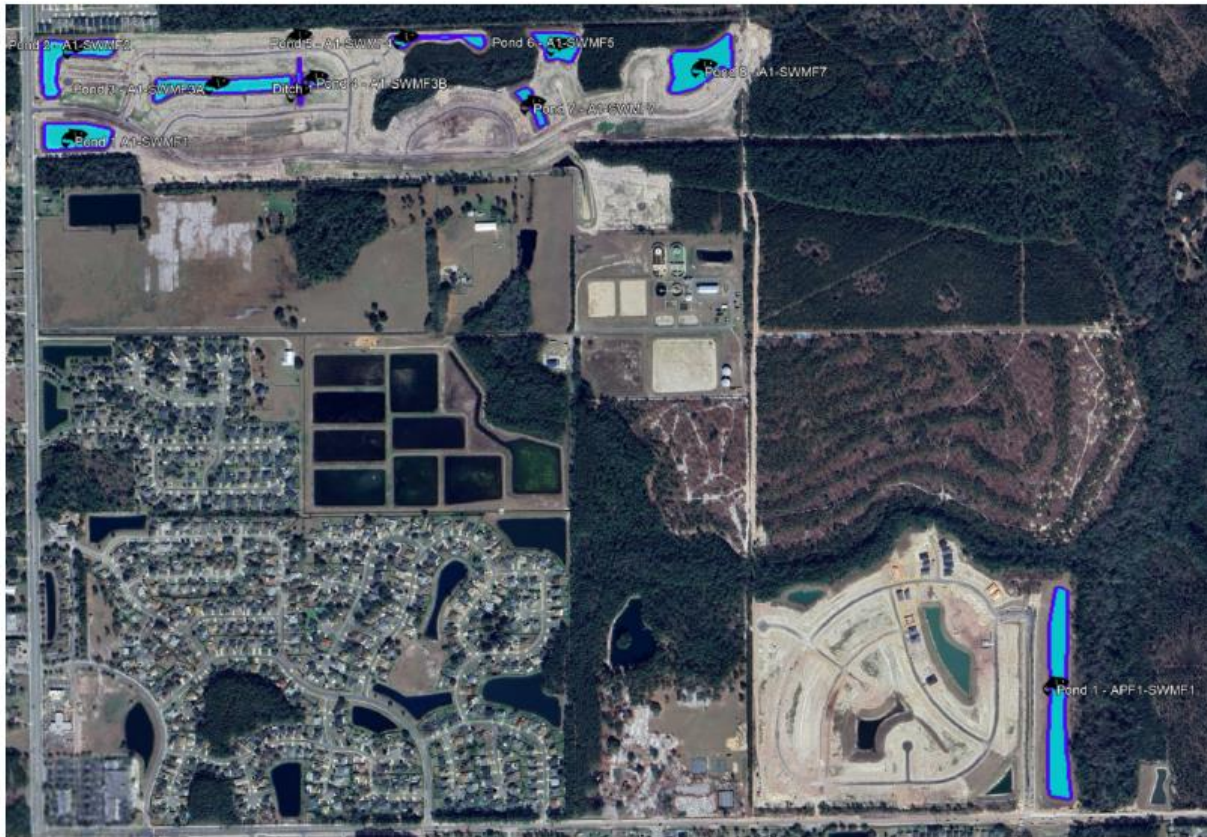
Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

5

AGREEMENT FOR MAINTENANCE OF PONDS

THIS LICENSE AGREEMENT FOR MAINTENANCE OF IMPROVEMENTS (“Agreement”) is entered into as of this ____ day of August 2024, by and Edenbrooke at Hyland Trails Homeowners Association, Inc., a Florida not for profit corporation (“**Association**”) with a principal address of 7411 Fullerton Street, Suite 220, Jacksonville, FL 32256, and the Creekview Community Development District (“**District**”, and together with the Association, the “**Parties**”, and separately “**Party**”), a local unit of special-purpose government organized and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including irrigation improvements; and

WHEREAS, the Association manages Edenbrooke at Hyland Trail (“**Edenbrooke**”), a community located within the District boundaries; and

WHEREAS, the District owns two (2) ponds located in the Edenbrooke at Hyland Trail portion of the community, more particularly described in **Exhibit A** (the “**Ponds**”); and

WHEREAS, the Association desires to maintain the Ponds, as more particularly described in this Agreement, and represents that it is capable of providing such services, or alternatively, of hiring a qualified contractor to do so; and

WHEREAS, the District has agreed to assign to the Association the duty to maintain the Ponds, subject to the terms and conditions set forth in this Agreement.

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

SECTION 1. RECITALS. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

SECTION 2. ASSIGNMENT AND ASSUMPTION OF POND MAINTENANCE. Subject to the terms of this Agreement, the District hereby assigns the responsibility for the maintenance of the Ponds to the Association. The Association assumes the responsibility as of the effective date of this Agreement and agrees to maintain the Ponds in accordance with the terms of this Agreement, in a manner that is at least the same or better condition than the other ponds within the District, and in accordance all applicable permits, regulations and controlling law.

SECTION 3. ASSOCIATION RESPONSIBILITIES. The Association shall undertake the following responsibilities:

a. The Association shall be solely responsible for the maintenance of the Ponds. The Association may delegate this responsibility to a qualified, licensed, and insured aquatic maintenance contractor. Such contractor shall acknowledge assumption of the responsibilities in full under this Agreement and provide the insurance certificate in conformance with this Agreement to the District.

b. The Association or its designee shall maintain the Ponds in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and as set forth herein. The performance of the maintenance under this Agreement shall conform to any written instructions issued by the District.

c. The Association shall use all due care to protect against any harm to persons or property. If the Association's acts or omissions result in any damage to property within the District, including to the Ponds, the Association shall immediately notify the District and the Association shall be responsible for the expeditious repair or replacement of all damaged property to the reasonable satisfaction of the District.

d. The Association shall notify the District in writing of any damage, malfunctions, or irregularities affecting the Ponds, District property, or any related District improvements within twenty-four (24) hours of discovering such conditions. The notification shall include a detailed description of the issue and any actions taken, or proposed to be taken, by the Association to address or mitigate the situation and the timeline associated therewith.

SECTION 4. INSURANCE.

a. Association shall, at its own expense, maintain insurance during the performance of the work under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
<i>Products/Completed Operations</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

b. The District, its officers, supervisors, professional staff, employees, consultants, and representatives shall be named as an additional insured. Association shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

c. If Association fails to have secured and maintained the required insurance, the

District has the right (without any obligation to do so, however), to secure such required insurance in which event, Association shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

a. Association agrees to defend, indemnify and hold harmless the District and its officers, agents, staff, employees, consultants and supervisors from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, wholly or in part by, the work to be performed by Association made part of this Agreement. Association further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Any contractor retained by Association shall acknowledge in writing such contractor's acceptance of the terms of this Section 5.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. Association shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Association fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the work being rendered under this Agreement or any action of Association or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of work, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 7. LIENS AND CLAIMS. Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Association's performance under this Agreement, and Association shall immediately discharge any such claim or lien. In the event that Association does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability

as set forth in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 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 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.

SECTION 10. INDEPENDENT ASSOCIATION. In all matters relating to this Agreement, Association shall be acting as an independent contractor. Neither Association nor employees of Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Association, if there are any, in the performance of this Agreement. Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 12. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Association.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Association, both the District and Association have complied with all the requirements of law, and both the District and Association have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

If to the District: Creekview Community Development District
c/o Wrathell, Hunt and Associates, LLC,
2300 Glades Road, Suite 410W,
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

If to Association: Edenbrooke at Hyland Trails
Homeowners Association, Inc.
7411 Fullerton Street, Suite 220
Jacksonville, FL 32256

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

SECTION 15. ENFORCEMENT OF AGREEMENT. In the event that either the District or Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 16. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Clay County, Florida.

SECTION 17. PUBLIC RECORDS. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public

records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Association, Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 561-571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 21. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 22. ASSIGNMENT. Neither Party may assign this Agreement unless approved in writing by the other Party.

SECTION 23. DELEGATION. Upon written notice to the District, the Association may delegate its duty to maintain the Ponds to a licensed and qualified pond maintenance contractor. The notice shall include the name, contact information, current insurance information, and qualifications of the selected contractor. Notwithstanding the delegation, the Association shall ensure that any pond maintenance contractor selected abides by each and every term of this Agreement. The Association shall remain responsible for ensuring that all work complies with the requirements and standards set forth in this Agreement.

SECTION 24. E-VERIFY. Association shall comply with and perform all applicable

provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Association shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of contractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Association has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Association represents that no public employer has terminated a contract with Association under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the day and year first written above.

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

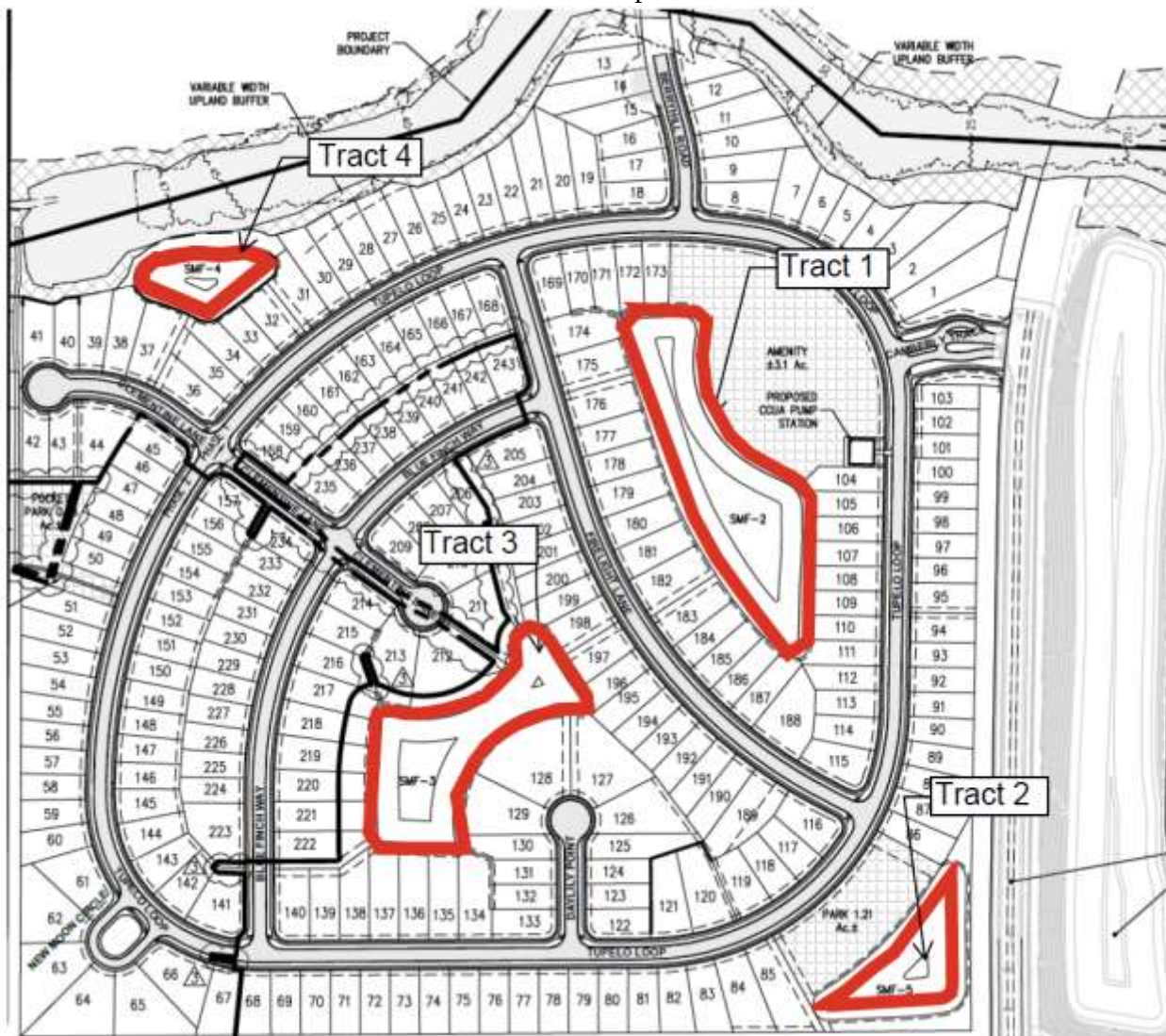
Chairperson/Vice Chairperson, Board of Supervisors

**EDENBROOKE AT HYLAND TRAILS
HOMEOWNERS ASSOCIATION, INC.**

By: _____
Its: _____

Exhibit A: Pond Map

Pond Map



CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

6

**CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
SECOND SUPPLEMENTAL ENGINEER'S
REPORT TO THE CAPITAL IMPROVEMENT
PLAN
(PHASE 2 PROJECT)**

Prepared for

**Board of Supervisors
Creekview
Community Development District**

Prepared by
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

BACKGROUND

The Creekview Community Development District (the “District”) is a 745± acre community development district located in Clay County, Florida. (See **Plate 1**, Location Map). The land within the District is currently a partially developed parcel within the Lake Asbury Master Plan. The authorized land uses within the District include residential development as well as open space and recreational amenities. The full development within the District’s boundaries as currently proposed is depicted in Table 1. The District previously adopted its Creekview Community Development District Capital Improvement Plan, dated August 26, 2021, which described the public improvements planned for the District (“Capital Improvement Plan”), and also previously adopted the First Supplemental Engineer’s Report, dated February 14, 2022, which described the Phase 1 Project.

TABLE 1
DEVELOPMENT SUMMARY

TYPE	Area (Acres)	Residential Units
Residential	468.0	1,528
Village Center	66.5	0
APF Road	13.4	0
Community Parks	13.6	0
Neighborhood Parks	17.0	0
Wetlands	109.3	0
Upland Buffer/Preservation	57.2	0
TOTALS	745	1,528

Plate 2 depicts the District boundary, and Plate 3 provides the legal description of the District. Plate 4 depicts the Assessment Areas for the Phase 2 Project. Plates 5A-5B provide the legal description for those Assessment Areas.

The currently proposed development program for the District is presented below in Table 2. The current proposed District Master Plan is depicted on Plate 11.

TABLE 2
DISTRICT DEVELOPMENT PROGRAM

UNIT TYPE	TOTAL
Townhomes	102
40’	32
50’	759
60’	635
70’	0
TOTALS	1,528

The currently proposed development program for the Phase 2 Project is presented below in Table 3. The currently proposed Phase 2 Project Master Plan is depicted on Plate 12.

TABLE 3A
AREA 4A DEVELOPMENT PROGRAM

UNIT TYPE	TOTAL
Townhomes	0
Single Family 40'	0
Single Family 50'	30
Single Family 60'	123
Single Family 70'	0
TOTALS	153

TABLE 3B
AREA 4B DEVELOPMENT PROGRAM

UNIT TYPE	TOTAL
Townhomes	0
Single Family 40'	0
Single Family 50'	108
Single Family 60'	121
Single Family 70'	0
TOTALS	229

To serve the residents of the District, the District has developed this Supplemental Engineer's Report to describe the improvements included in the second phase of its Capital Improvement Plan, hereinafter referred to as the Phase 2 Project, including certain utility, stormwater management, and transportation infrastructures necessary for development within the District (the "Phase 2 Project"). Summaries of the proposed improvements and corresponding cost estimates follow in Tables 4A, 4B and 4C. A description and basis of costs for each improvement category is included in this report.

Phase 2 Project

The “Phase 2 Project” benefits the area identified as "Phase 2," which is comprised of approximately 155.96 gross acres within Area 4A and Area 4B, and which is planned to contain approximately 382 residential units. The District is issuing its Series 2024 Bonds to finance a portion of the Phase 2 Project. The Phase 2 Project consists of those portions of the Capital Improvement Plan associated with the development of Phase 2, including Area 4A, Area 4B, and Phase 2 of the APF Road and has a total estimated cost of \$27,122,600, distributed over Area 4A and Area 4B, as more particularly described herein. It is anticipated that the APF Road improvements will be reimbursed by the County through the issuance of mobility fee credits.

The description of the Phase 2 Project contained in this report reflects the current intentions of the District. However, the Phase 2 Project may be subject to modification in the future. The implementation of any improvement outlined within this Supplemental Engineers Report requires final approval by the District’s Board of Supervisors.

Design and permitting for the improvements described in this improvement plan is ongoing, and a tentative schedule is provided below:

ITEM	STATUS OF AGENCY APPROVAL	
	AREAS 4A/4B	APF ROAD PHASES 2-5
1. U.S. Army Corps of Engineers	Issued	Issued
2. SJRWMD Construction ERP	Issued	Issued
3. Clay County Utility Authority (CCUA)	Issued	Issued
4. Clay County Development Review Committee	Issued	Issued

A conceptual permit for the entire property within the District has been completed and approved by the St. Johns River Water Management District (SJRWMD). A U.S. Army Corps of Engineers (USACE) permit for the entire property within the District has been issued. An SJRWMD Construction ERP permit has been issued for Areas 4A and 4B. Construction plan approvals by Clay County and CCUA have also been obtained for Areas 4A and 4B.

Cost estimates contained in this report are based upon year 2024 dollars and have been prepared based upon the best available information, but in some cases without benefit of final permitting. England, Thims & Miller, Inc. believes the estimates to be accurate based upon the available information, however, actual costs will vary based on final approvals from regulatory agencies, as well as material cost variability.

PROJECT PHASING

The overall Capital Improvement Plan will be built in a series of interrelated phases. The phasing of the project allows the clearing, earthwork, stormwater management systems, roadways, utilities, entry features, recreational areas, landscaping, sidewalks and paths to be constructed as needed throughout the build-out of the District. The development has been designed such that the Capital Improvement Plan is an interrelated series of improvements with benefits from the Capital Improvement Plan providing benefit to all developable properties within the District. The Phase 2 Project comprises the second phase of development within the District.

TABLE 4A
SUMMARY OF COSTS
AREA 4A

Improvement Description	Estimated Cost
Stormwater Management System	\$4,462,100
Roadway Improvements	\$1,662,200
Water, Sewer and Reuse Systems	\$3,922,500
NEIGHBORHOOD INFRASTRUCTURE TOTAL	\$10,046,800

TABLE 4B
SUMMARY OF COSTS
AREA 4B

Improvement Description	Estimated Cost
Stormwater Management System	\$2,568,800
Roadway Improvements	\$2,113,200
Water, Sewer and Reuse Systems	\$4,321,800
NEIGHBORHOOD INFRASTRUCTURE TOTAL	\$9,003,800

TOTAL NEIGHBORHOOD INFRASTRUCTURE **\$19,050,600**

TABLE 4C
SUMMARY OF COSTS
MASTER INFRASTRUCTURE – PHASE 2 PROJECT

Improvement Description	Estimated Cost
APF Road (Phase 2)*	\$8,072,000

TOTAL NEIGHBORHOOD AND MASTER INFRASTRUCTURE **\$27,122,600**

*The APF Road costs are reimbursable through an impact fee agreement. This amount also includes contingency and soft costs that are not reimbursable through an impact fee agreement. There are five total phases of the APF Road and Phase 1 is complete. Phase 2 is part of the Phase 2 Project.

TABLE 4C
SUMMARY OF COSTS
FUTURE MASTER INFRASTRUCTURE*

Improvement Description	Estimated Cost
APF Road (Phases 3-5)	\$9,568,000
Amenities, Entry Features and Landscaping	\$7,200,000
FUTURE MASTER INFRASTRUCTURE TOTAL	\$16,768,000

*The future phases of the APF Road (Phase 3-5) and the Amenities, Entry Features and Landscaping may be partially financed through the issuance of the District's Series 2024 Bonds; provided, however, that all or the remainder of the Future Master Infrastructure costs above may be financed or reimbursed through a future District Bond issue.

INFRASTRUCTURE IMPROVEMENTS

PHASE 2 PROJECT

The District currently intends to finance, design and construct certain infrastructure improvements for development of the Phase 2 Project. The improvements include complete construction of the basic infrastructure for each neighborhood, including but not limited to: clearing and grubbing, earthwork, water, sewer and reuse underground utility construction, drainage, stormwater management, grassing, sodding, Clay Electric underground electrical conduit and neighborhood street lighting. The Phase 2 Project also includes complete construction of the complement (Phase 2) of the APF Road. Refer to Plates 6-10 for the infrastructure improvements.

The cost estimate for the roadways included for the infrastructure improvements is based upon curb and gutter section roadways with variable pavement widths, within variable width rights-of-way. The clearing, grubbing and earthwork estimates include all work necessary for the complete right-of-way area and include utility easements for underground electrical conduit for roadway street lighting. Disturbed areas within the rights-of-way, which are outside of the paved areas, will be sodded and/or seeded and grassed in order to provide erosion and sediment control in accordance with Clay County standards.

Stormwater management cost estimates included in the infrastructure improvements provide for the attenuation and treatment of stormwater runoff from the project in accordance with St. Johns River Water Management District and Clay County standards. Costs include detention pond construction, outfall control structures, and any site fill required to provide a complete stormwater management system.

Water, sewer and reuse cost estimates included in the residential master infrastructure improvements consist of the underground water and reuse transmission systems and wastewater (sewer) collection system serving the development. Costs include piping, manholes, valves, services, and all appurtenances required to construct the system in accordance with CCUA and Florida Department of Environmental Protection standards.

The infrastructure improvements shall be designed and constructed to Clay County, CCUA, Florida Department of Environmental Protection, and St. Johns River Water Management District standards. Roadways shall be owned and maintained by the District, with the exception of the APF Road, which will be owned and maintained by Clay County. Water, reuse and sewer facilities shall be owned and maintained by CCUA. The neighborhood street lighting shall be owned and operated by Clay Electric, and the cost to operate them is presently expected to be paid by the District. The District shall maintain stormwater management improvements.

BASIS OF COST ESTIMATE FOR
INFRASTRUCTURE IMPROVEMENTS

The following is the basis for the infrastructure cost estimates:

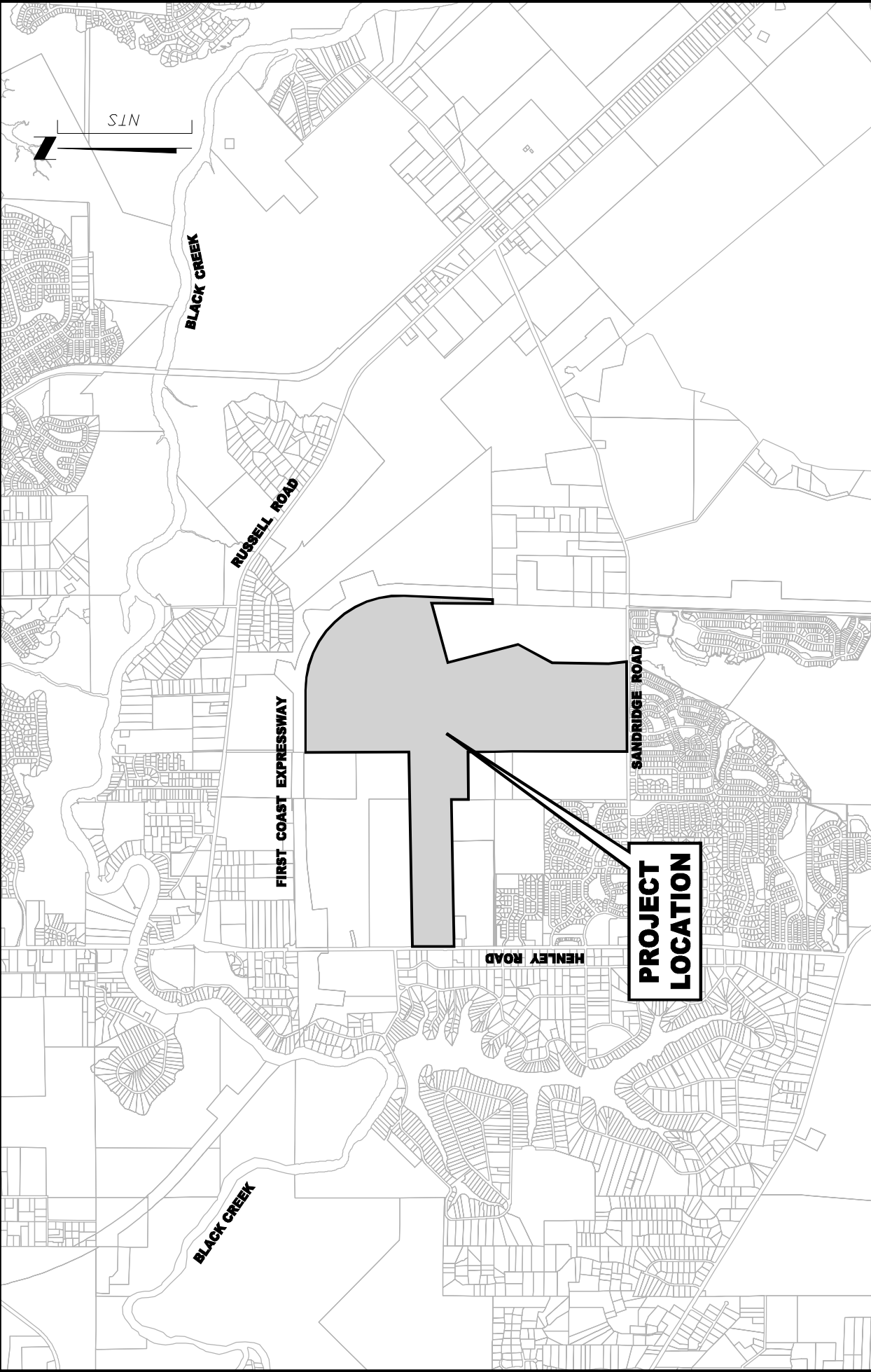
- Costs utilized were obtained from actual bids or recent bids on similar projects.
- Water, Reuse and Sewer Facilities are designed in accordance with CCUA and FDEP standards.
- The stormwater management system is designed pursuant to SJRWMD and Clay County standards.
- Engineering, permitting, construction inspection and other soft cost fees have been included in the estimated cost.
- For the purpose of this report, a 10% contingency factor has been included for infrastructure.
- Costs have been included for street lighting and electrical conduit on all roadways in accordance with Clay Electric standards.
- Cost estimates contained in this report are based upon year 2024 dollars and have been prepared based upon the best available information, but in some cases, without benefit of final permitting. England-Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based upon final approvals from regulatory authorities and material, labor and fuel cost variability.

APPENDIX

Description

Plate Number

1	Location Map
2	District Boundary
3	District Legal Description
4	Assessment Areas for Phase 2 Project
5A-5B	Assessment Areas Legal Description
6	Water Distribution System
7	Sanitary Sewer Collection System
8	Stormwater Management System
9	Neighborhood and APF Roads
10	Amenities, Parks and Entry Features
11	District Master Plan
12	Phase 2 Project Master Plan



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
REG - 2584 LC - 0000316

LOCATION MAP

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

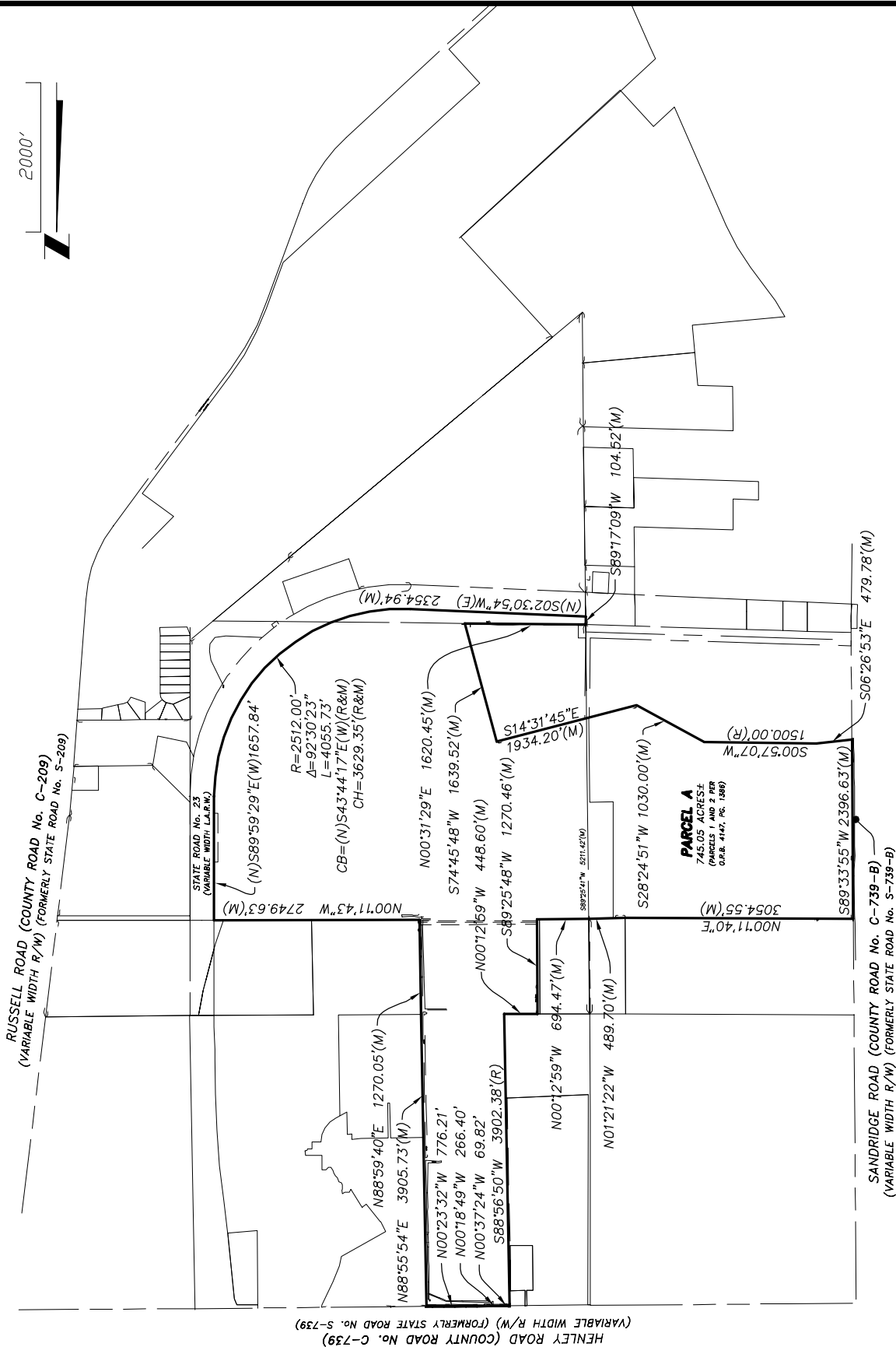
CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 1



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
REG - 2584 LC - 0000316

DISTRICT BOUNDARY

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 2

Work Order No. 20-142.01
File No. 127B-36.00A

SURVEYOR'S DESCRIPTION

PARCEL A:

A portion of Sections 14, 15, 16 and 22, Township 5 South, Range 25 East, Clay County, Florida, being all of Parcels 1 and 2, as described and recorded in Official Records Book 4147, page 1386, of the Public Records of said county, be more particularly described as follows:

For a Point of Beginning, commence at the Southeast corner of said Section 15; thence North 00°31'29" East, along the Easterly line of said Section 15, a distance of 1620.45 feet to an angle point in the Southerly boundary line of said Parcel 2, of Official Records Book 4147, page 1386; thence South 74°45'48" West, departing said Easterly line and along said Southerly boundary line, 1639.52 feet to a point lying on the Easterly line of Exception Parcel A, as described and recorded in Official Records Book 1598, page 1299, of said Public Records; thence South 14°31'45" East, along said Easterly line and along the Easterly line of Exception Parcel C, as described and recorded in said Official Records Book 1598, page 1299, a distance of 1934.20 feet; thence Southerly continuing along said Easterly line of Exception Parcel C the following 3 courses: Course 1, thence South 28°24'51" West, 1030.00 feet; Course 2, thence South 00°57'07" West, 1500.00 feet; Course 3, thence South 06°26'53" East, 479.78 feet to the Southeasterly corner thereof, said corner lying on the Northerly right of way line of Sandridge Road (County Road No. C-739-B) (formerly State Road No. S-739-B), a variable width right of way as presently established; thence South 89°33'55" West, along said Northerly right of way line, 2396.63 feet to the Southeasterly corner of those lands described and recorded in Official Records Book 1421, page 1951, of said Public Records; thence North 00°11'40" East, departing said Northerly right of way line and along the Easterly line of said Official Records Book 1421, page 1951, a distance of 3054.55 feet to the Northeasterly corner thereof, said corner also being the Southeasterly corner of those lands described and recorded in Official Records Book 2061, page 1775, of said Public Records; thence North 01°21'22" West, along the Easterly line of said Official Records Book 2061, page 1775, a distance of 489.70 feet to the Northeasterly corner thereof, said corner also being the Southeasterly corner of Parcel 1, as described and recorded in Official Records Book 1486, page 381, of said Public Records; thence North 00°12'59" West, along the Easterly line of last said Parcel 1 and along the Easterly line of those lands described and recorded in Official Records Book 1711, page 652, of said Public Records, 694.47 feet to a point lying on said Southerly boundary line of Parcel 2, of Official Records Book 4147, page 1386; thence South 89°25'48" West, along said Southerly boundary line of Parcel 2, a distance of 1270.46 feet to a point lying on the Easterly line of Parcel "A" as described and recorded in Official Records Book 4173, page 490, of said Public Records; thence North 00°12'59" West, along said Easterly line, 448.60 feet to the Northeasterly corner thereof; thence South 88°56'50" West, along the Northerly line of said Parcel "A", and along the Northerly lines of those lands described and recorded in Official Records Book 4173, page 493 (Parcel "B"), and Official Records Book 4178, page 1821, all of said Public Records, a distance of 3902.38 feet to its intersection with the Easterly right of way line of Henley Road (County Road No. C-739) (formerly State Road No. S-739), a variable width right of way as presently established; thence Northerly along said Easterly right of way line the following 3 courses: Course 1, thence North 00°37'24" West, departing last said Northerly line, 69.82 feet; Course 2, thence North 00°18'49" West, 266.40 feet; Course 3, thence North 00°23'32" West, 776.21 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 4167, page 1057, of said Public Records; thence North 88°55'54" East, departing said Easterly right of way line, along the Southerly line of said Official Records Book 4167, page 1057, and along the Southerly line of those lands described and recorded in Official Records Book 2673, page 522, of said Public Records, a distance of 3905.73 feet to the Southeasterly corner thereof, said corner also being the Southwesterly corner of those lands described and recorded in Official Records Book 2374, page 885, of said Public Records; thence North 88°59'40" East, along the Southerly line of said Official Records Book 2374, page 885, a distance of 1270.05 feet to the Southeasterly corner thereof; thence North 00°11'43" West, along the Easterly line of said Official Records Book 2374, page 885, and along the Easterly lines of those lands described and recorded in Official Records Book 2374, page 892, and Official Records Book 2859, page 403, all of said Public Records, 2749.63 feet to a point lying on the boundary line of State Road No. 23, Parcel 114, Part "A", a variable width limited access right of way as described and recorded in Official Records Book 4085, page 409, of said Public Records; thence Southeasterly along said boundary line of State Road No. 23 the following 3 courses: Course 1, thence South 89°59'29" East, departing said Easterly line of Official Records Book 2859, page 403, a distance of 1657.84 feet to the point of curvature of a curve concave Southwesterly having a radius of 2512.00 feet; Course 2, thence Southeasterly along the arc of said curve, through a central angle of 92°30'23", an arc length of 4055.73 feet to the point of tangency of said curve, said arc being subtended by a chord, said chord bearing and distance of South 43°44'17" East, 3629.35 feet; Course 3, thence South 02°30'54" West, 2354.94 feet to the Westerly corner of the Southerly terminus of said Parcel 114, Part "A", said corner lying on the Southerly line of said Section 14; thence South 89°17'09" West, along said Southerly line, 104.52 feet to the Point of Beginning.

Containing 745.05 acres, more or less.



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REC - 2584 LC - 0000316

DISTRICT LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

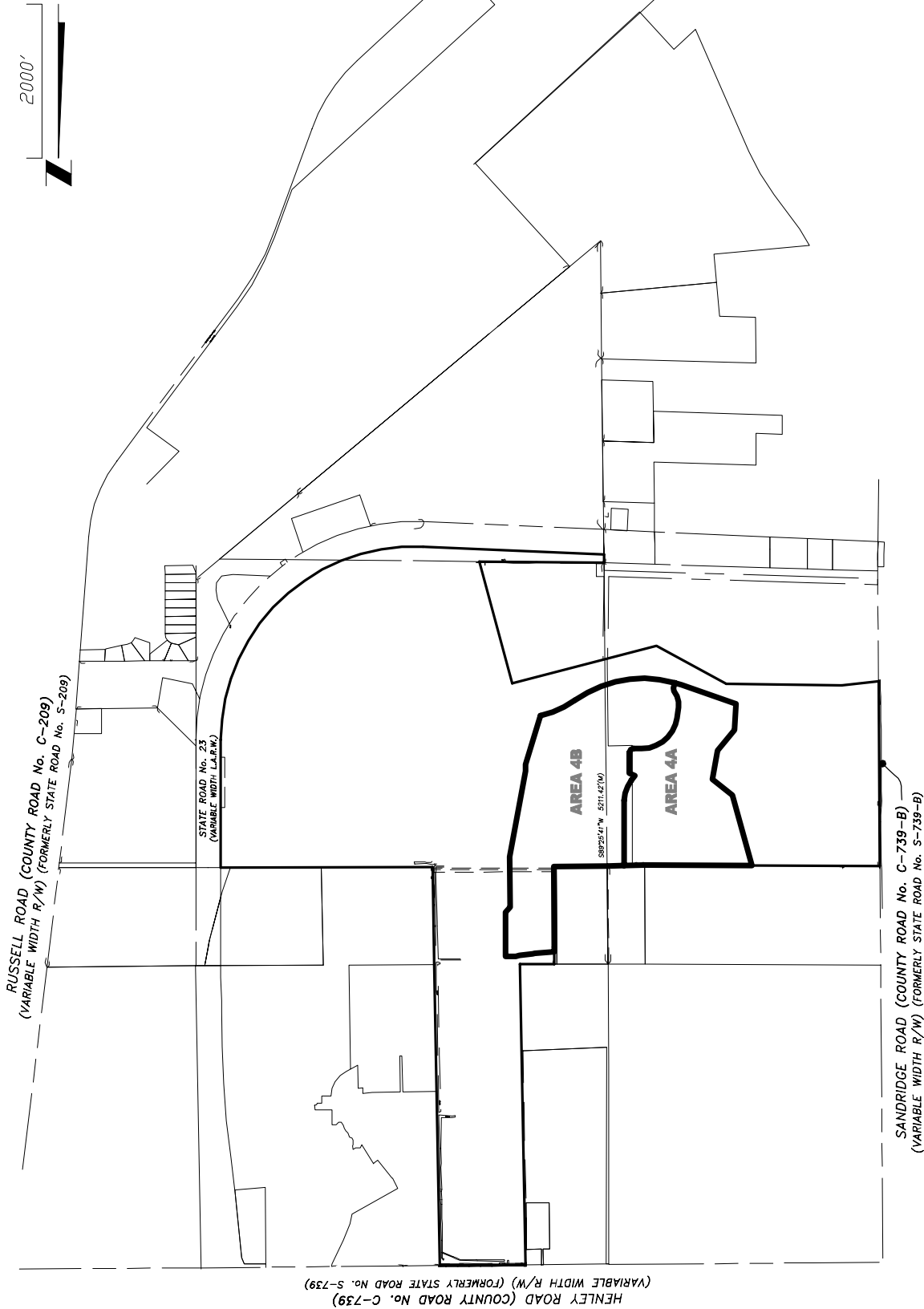
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ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 3



ETM VISION - EXPERIENCE - RESULTS ENGLAND - THIMS & MILLER, INC. 14775 Old St. Augustine Road, Jacksonville, FL 32258 TEL: (904) 642-8990, FAX: (904) 646-9485 REG - 2584 LC - 0000316	ASSESSMENT AREAS FOR AREAS 4A AND 4B		ETM NO. 24-151
			DRAWN BY: MKJ
	CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT		DATE: JULY, 2024
	CLAY COUNTY, FLORIDA		DRAWING NO. PLATE 4

AREA 4A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°56'28" EAST, 321.45 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 36.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°40'27" EAST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET; THENCE NORTH 51°04'16" WEST, 79.20 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°41'45" WEST, 282.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°32'14" WEST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°46'07" WEST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 266.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°01'52" WEST, 77.09 FEET; THENCE NORTH 54°15'41" WEST, 72.36 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°22'22" WEST, 275.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 847.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 265.25 FEET; THENCE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 1389.47 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 382.46 FEET; THENCE SOUTH 49°46'59" EAST, 343.22 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 60.78 ACRES, MORE OR LESS.



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ASSESSMENT AREA 4A LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5A

AREA 4B

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 358.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°25'35" EAST, 358.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 1356.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°02'38" WEST, 1312.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1240.00 FEET, AN ARC DISTANCE OF 492.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°04'23" WEST, 489.29 FEET; THENCE NORTH 73°12'02" WEST, 864.69 FEET; THENCE SOUTH 89°09'21" WEST, 83.32 FEET; THENCE NORTH 79°19'58" WEST, 1130.66 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 652, OF SAID PUBLIC RECORDS; THENCE NORTH 89°25'48" EAST, ALONG LAST SAID LINE, 1108.39 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°12'59" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED "PARCEL 1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1846, PAGE 381, OF SAID PUBLIC RECORDS, 694.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE 224.45 FEET; THENCE NORTH 90°00'00" EAST, 847.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°22'22" EAST, 275.44 FEET; THENCE SOUTH 54°15'41" EAST, 72.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'07" EAST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°32'14" EAST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'45" EAST, 282.99 FEET; THENCE SOUTH 51°04'16" EAST, 79.20 FEET, TO THE POINT OF BEGINNING.

CONTAINING 95.18 ACRES, MORE OR LESS.



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CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

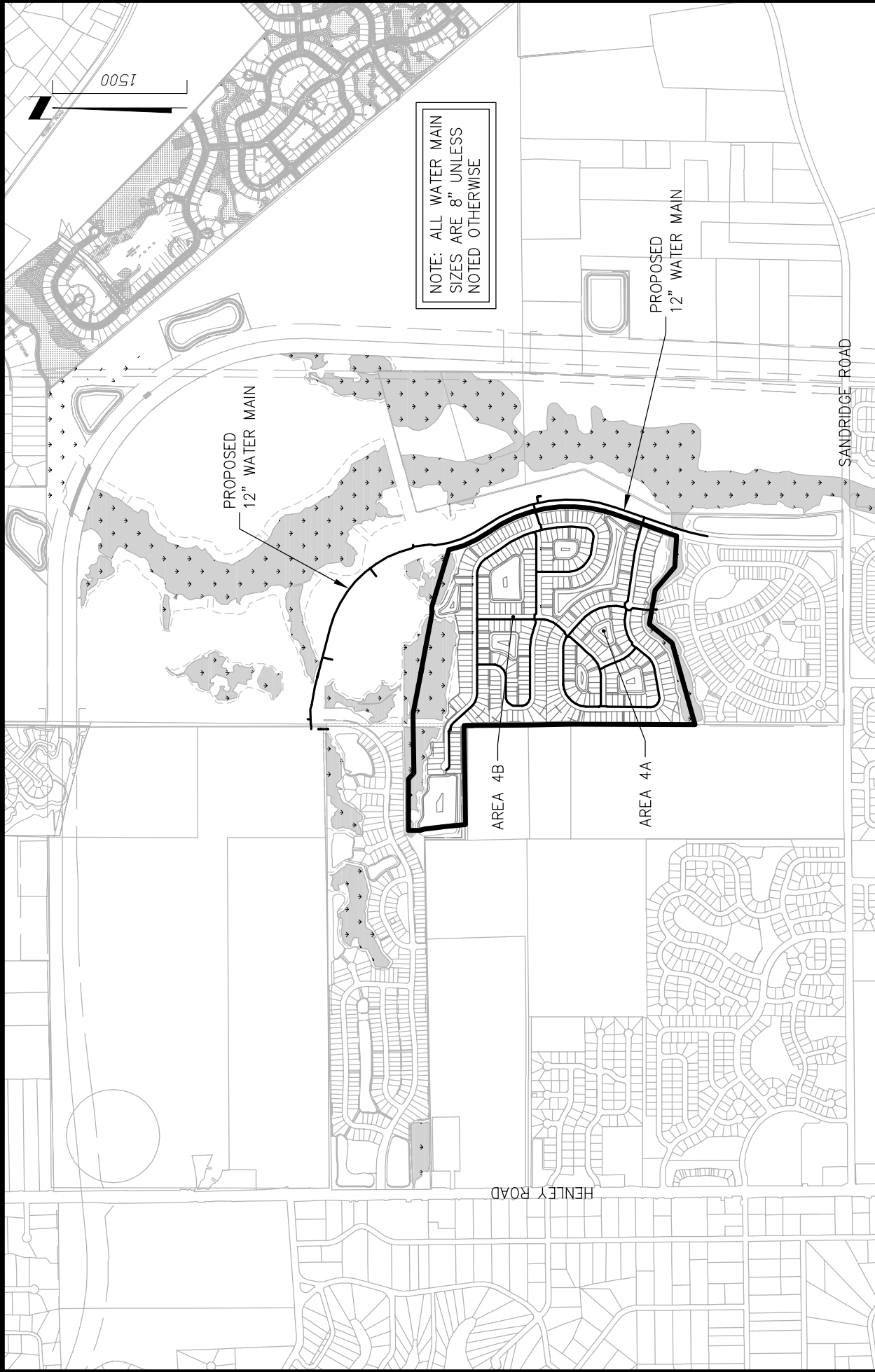
ASSESSMENT AREA 4B LEGAL DESCRIPTION

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5B



ETM

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WATER DISTRIBUTION SYSTEM

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

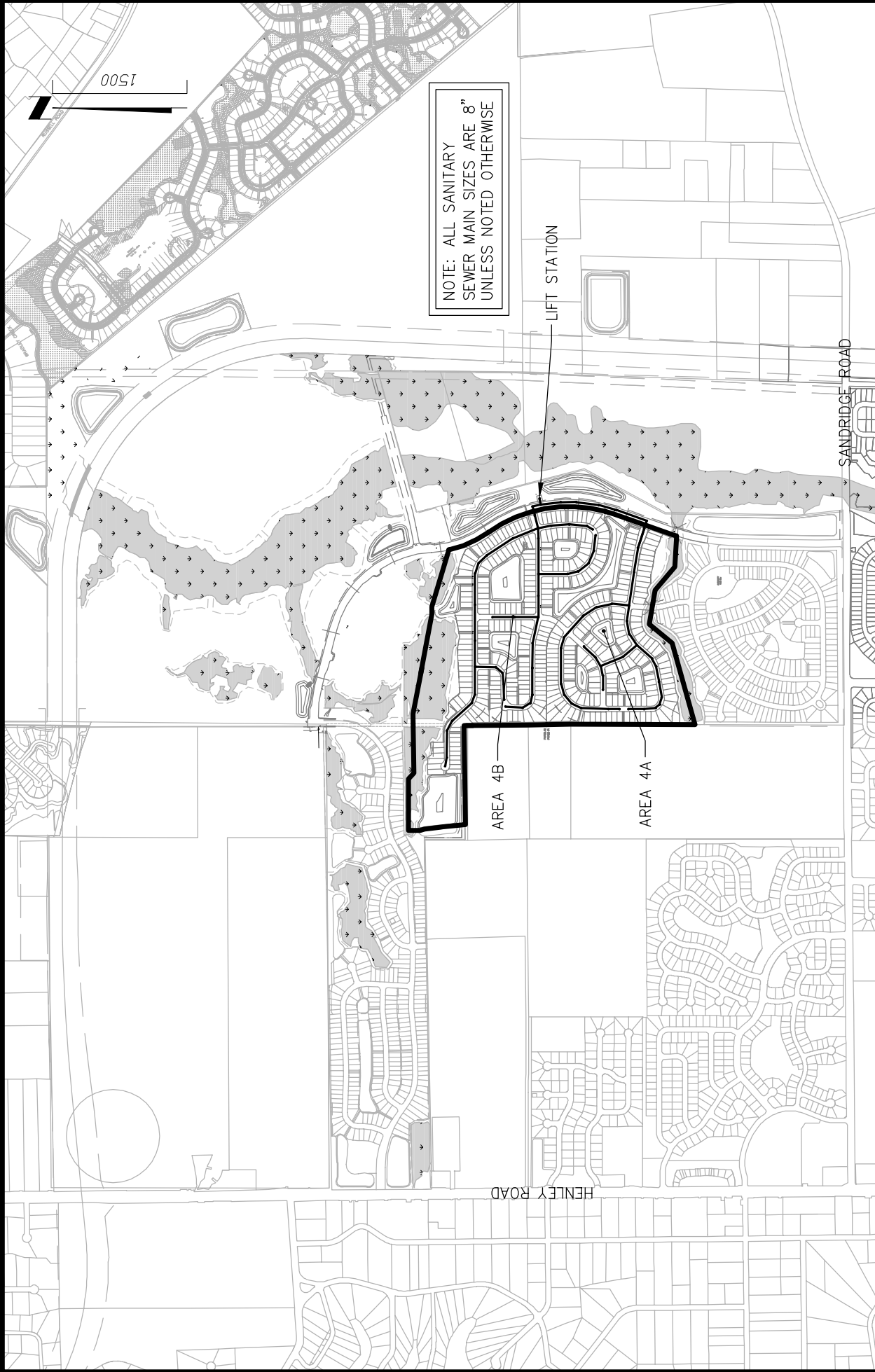
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DATE: JULY, 2024

DRAWING NO. PLATE 6



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SANITARY SEWER COLLECTION SYSTEM

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

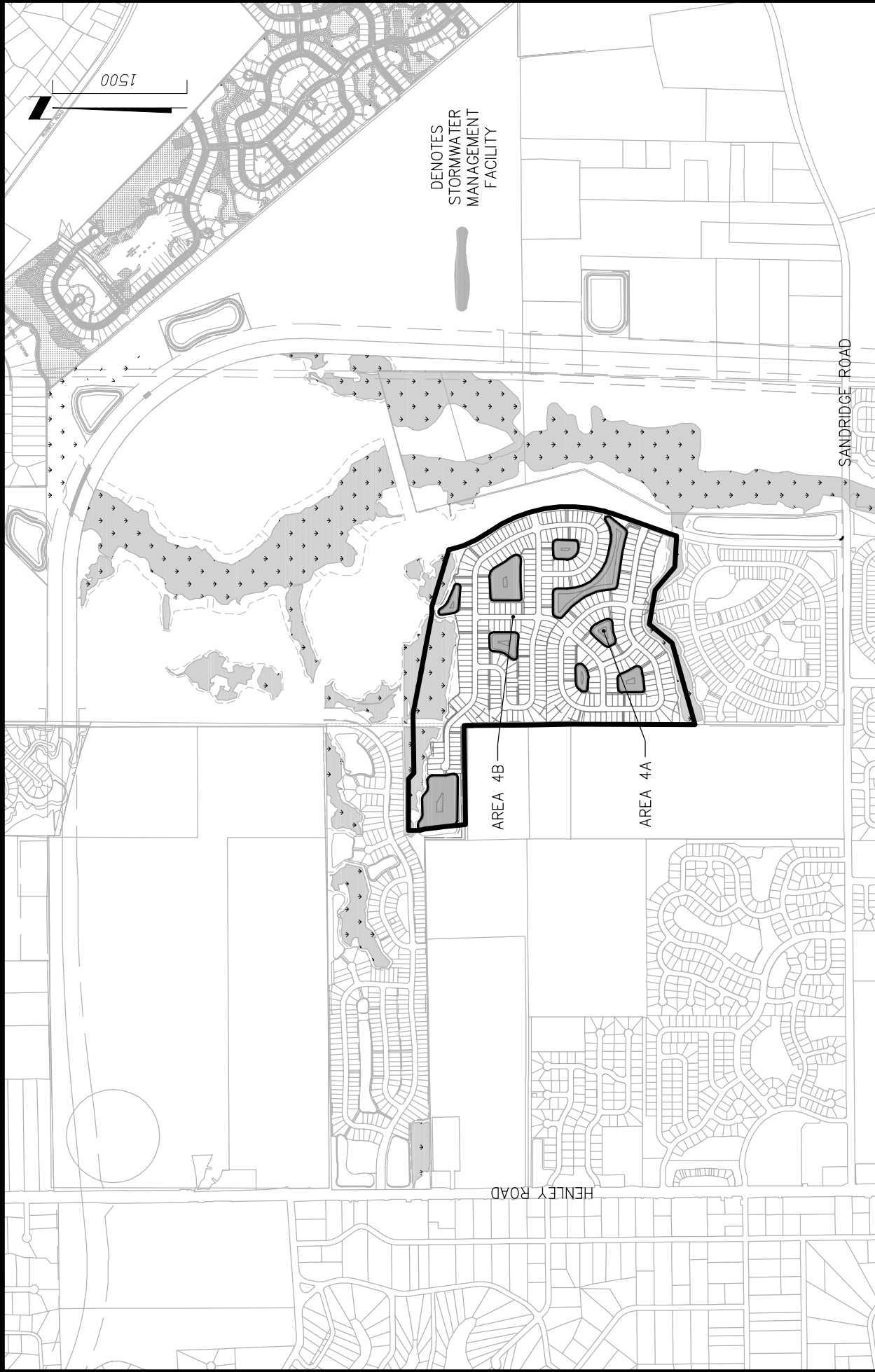
CLAY COUNTY, FLORIDA

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STORMWATER MANAGEMENT SYSTEM

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

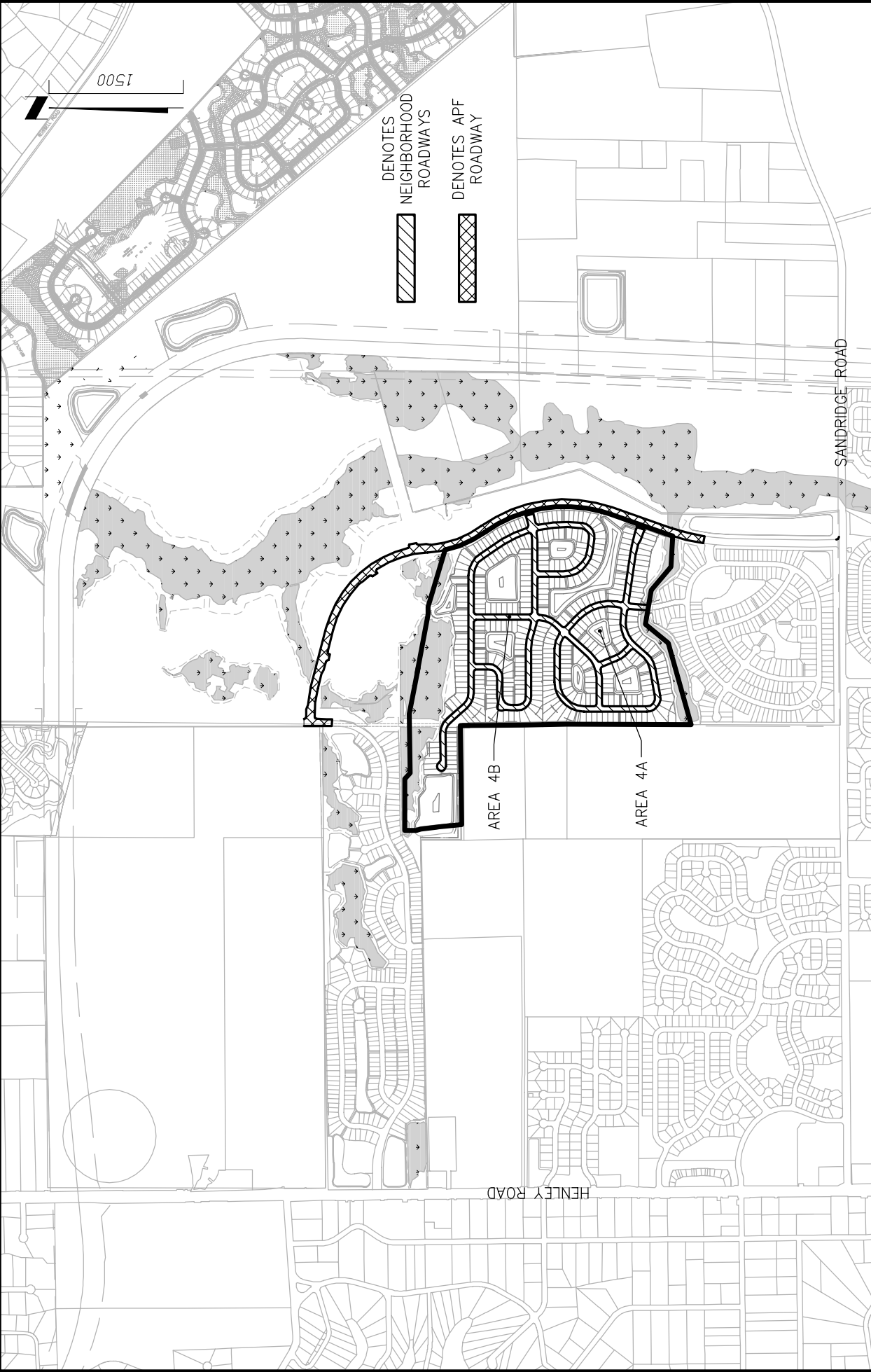
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DATE: JULY, 2024

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NEIGHBORHOOD AND APF ROADS

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

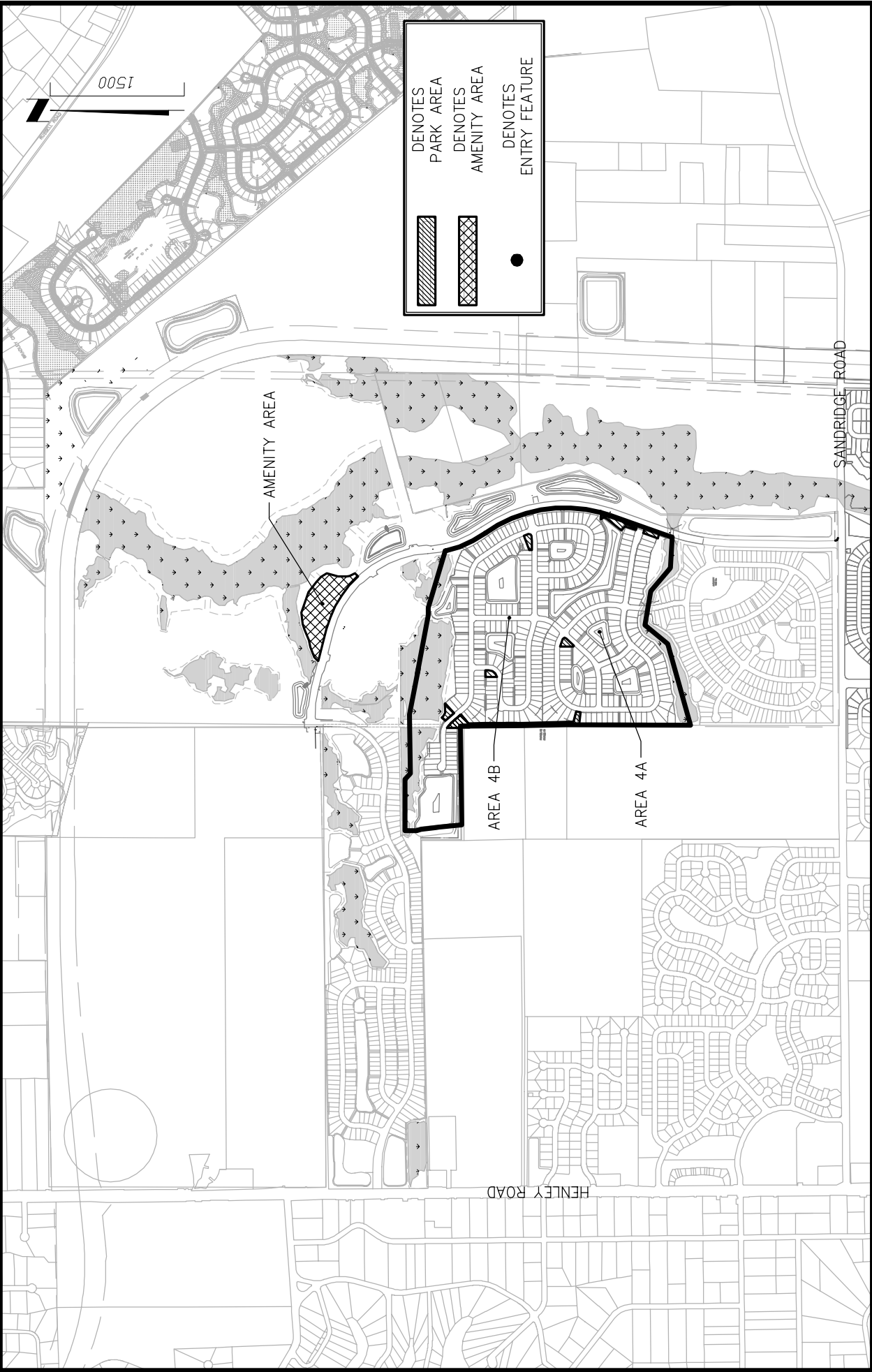
CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 9



T:\2024\24-151\LandDev\Design\Plots\Exhibits\Assessment Areas\Plate 10 PARKS.dwg PLOTTED: August 20, 2024 - 4:33 PM, BY: Kevin Jeter



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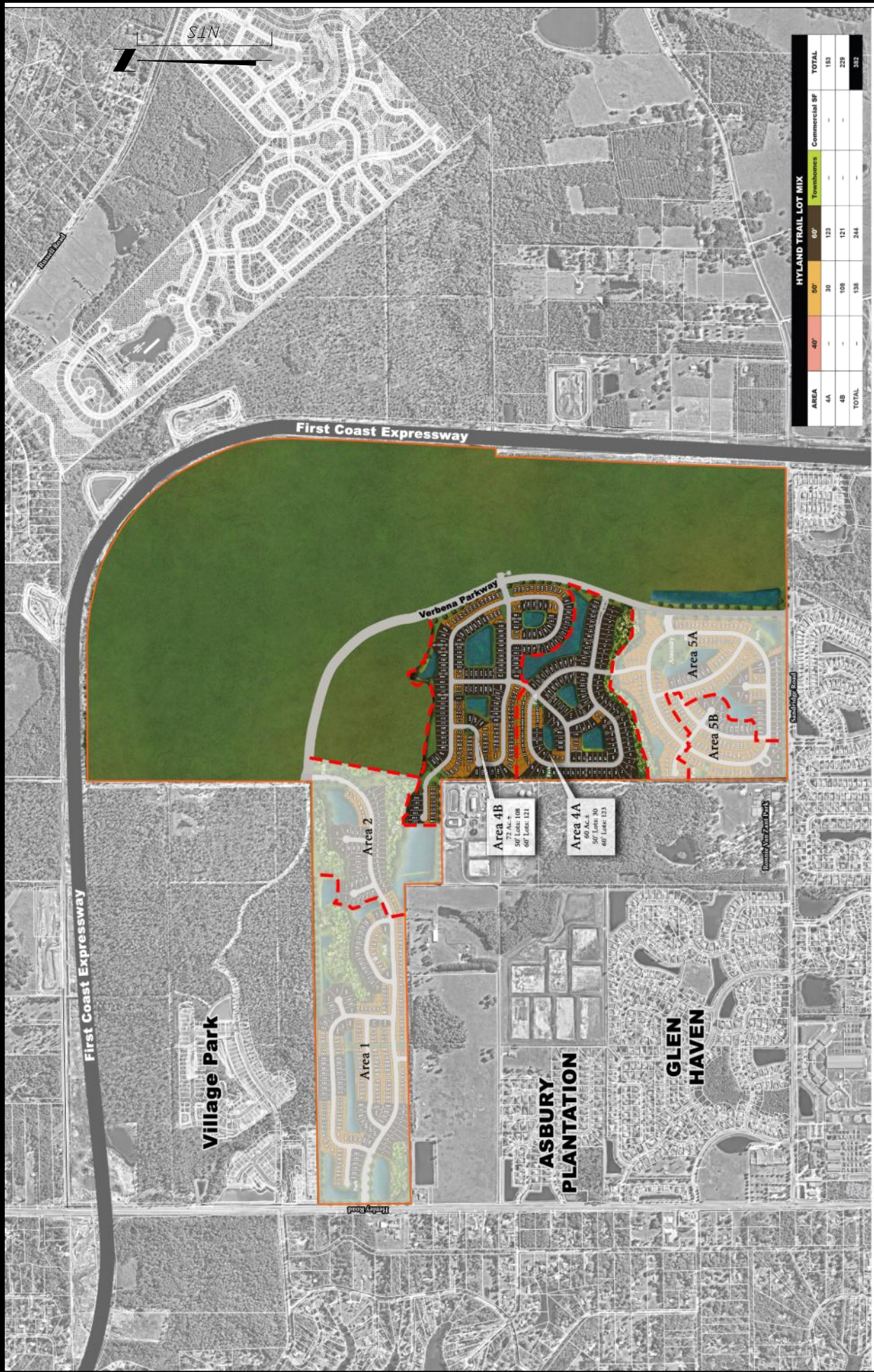
AMENITIES, PARKS AND ENTRY FEATURES

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151
DRAWN BY: MKJ
DATE: JULY, 2024
DRAWING NO. PLATE 10





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PHASE 2 PROJECT MASTER PLAN

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 12

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

7

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Second Supplemental Special Assessment Methodology Report

August 27, 2024



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Second Supplemental Special Assessment Methodology Report (the “Second Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated August 27, 2021 and to provide a supplemental financing plan and a supplemental special assessment methodology for the 382 residential units that are projected to be developed within Areas 4A and 4B (to be defined later herein) and representing Phase 2 within Creekview Community Development District (the “District”) located in unincorporated Clay County, Florida. This Second Supplemental Report was developed in relation to funding by the District of a portion of the Capital Improvement Plan (to be defined later herein) contemplated to be provided by the District commencing in 2022 and related to the development of Phase 2 (the “Phase 2 Project”).

1.2 Scope of the Second Supplemental Report

This Second Supplemental Report presents projections for financing a portion of the District’s public infrastructure improvements (the “Capital Improvement Plan”) as described in the Creekview Community Development District Capital Improvement Plan, prepared by England-Thims & Miller, Inc. (the “District Engineer”) dated August 26, 2021 (the “Engineer’s Report”) as supplemented on February 14, 2022 by the Creekview Community Development District First Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 1 Project) also prepared by England-Thims & Miller, Inc. (the “Supplemental Engineer’s Report”) and on August 26, 2024 by the Creekview Community Development District Second Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 2 Project) also prepared by England-Thims & Miller, Inc. (the “Second Supplemental Engineer’s Report”). This Second Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Phase 2 Project.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Phase 2 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District, including those within Phase 2, as well as general benefits to the public at large. However, as discussed

within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to properties within the District, including Phase 2. The District's Phase 2 Project enables properties within the boundaries of Phase 2 to be developed.

There is no doubt that the general public, property owners, and properties outside the District will benefit from the provision of the Phase 2 Project. However, these benefits are only incidental since the Phase 2 Project is designed solely to provide special benefits peculiar to properties within the District as more particularly provided herein and in the Supplemental Engineer's Report. Properties outside the District are not directly served by the Phase 2 Project and do not depend upon the Phase 2 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties located within the boundaries of the District, including Phase 2, receive compared to those lying outside of the District boundaries.

The Phase 2 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the District, including Phase 2, developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District, including Phase 2, to increase by more than the sum of the financed cost of the individual components of the Phase 2 Project. Even though the exact value of the benefits provided by the Phase 2 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Second Supplemental Report

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

Section Three provides a summary of the Capital Improvement Plan and the Phase 2 Project as determined by the District Engineer.

Section Four discusses the supplemental financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the Creekview development (the “Development” or “Creekview”), a master planned, residential development located in Clay County, Florida. The land within the District currently consists of approximately 745.05 +/- acres and is generally located to the north of Sandridge Road, south of the First Coast Expressway, and east of Henley Road.

2.2 The Development Program

The development of Creekview is anticipated to be conducted by Creekview GP, LLC or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan envisions a total of 1,528 residential units developed in multiple phases within multiple areas, with the second phase of development comprised of Areas 4A and 4B and referred to cumulatively herein as “Phase 2”, with Area 4A projected to be developed with a total of 153 residential units (“Area 4A”), Area 4B projected to be developed with a total of 243 residential units (“Area 4B”), and all of the remaining areas, referred to herein as “Future Areas,” projected to be developed with a total of 598 residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for the District.

3.0 The Capital Improvement Plan

3.1 Overview

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

3.2 Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of stormwater management facilities, roadway improvements, water, sewer, and reuse systems, amenities, entry

features, and landscaping as set forth in more detail in the Engineer's Report.

The Phase 2 Project comprises that portion of the Capital Improvement Plan necessary for the development of Phase 2, which will provide all necessary neighborhood infrastructure and master infrastructure for Phase 2. The future project comprises that portion of the Capital Improvement Plan necessary for the development of the Future Areas ("Future Project"). The public infrastructure improvements that comprise the overall Capital Improvement Plan 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. Similarly, the public infrastructure improvements that comprise the Phase 2 Project will serve and provide benefit to all land uses in Phase 2 and will comprise an interrelated system of improvements, which means all of improvements will serve the entire Phase 2 and improvements will be interrelated such that they will reinforce one another and also provide benefit to properties within the District, each of which is necessary for development of the community.

At the time of this writing, the total costs of the Capital Improvement Plan are estimated at \$91,549,000, and the estimated costs of the Phase 2 Project are \$26,250,600. Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan and their costs.

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. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) in the estimated principal amount of

\$25,850,000* (the "Series 2024 Bonds") to fund a portion of the Phase 2 Project Costs in the total estimated amount of \$21,862,091.14*.

It is anticipated that any components of the Phase 2 Project which are not funded by the Series 2024 Bonds will be contributed to the District at no cost under an Acquisition Agreement that will be entered into by the Developer and the District.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Series 2024 Bonds in the estimated principal amount of \$25,850,000* to finance a portion of the Phase 2 Project Costs in the estimated amount of \$21,862,091.14*.

The Series 2024 Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments. Interest payments on the Series 2024 Bonds would be made every May 1 and November 1, and principal payments would be made either on May 1 or on November 1.

In order to finance a portion of the costs of the Phase 2 Project in the estimated amount of \$21,862,091.14*, the District would need to borrow more funds and incur indebtedness in the estimated amount at \$25,850,000*. The difference is comprised of funding a debt service reserve, capitalized interest, and costs of issuance, which include the underwriter's discount. Preliminary sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2024 Bonds provides the District a portion of the funds necessary to construct/acquire the public infrastructure improvements which are part of the Phase 2 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District, including Phase 2. General benefits accrue to areas outside of the District and are only incidental in nature. The debt incurred in financing the public

* Preliminary, subject to change.

infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Phase 2 Project. Properties that receive special benefits from the Phase 2 Project will be assessed for their fair share of the debt issued in order to finance the Phase 2 Project.

5.2 Benefit Allocation

The current development plan for the District envisions a total of 1,528 residential units developed in multiple phases within multiple areas, with the second phase of development comprised of Areas 4A and 4B, with Area 4A projected to be developed with a total of 153 residential units, Area 4B projected to be developed with a total of 243 residential units, and all of the remaining areas, referred to herein as “Future Areas,” projected to be developed with a total of 598 residential units, although land use types and unit numbers may change throughout the development period.

Even though the installation of the public infrastructure improvements that comprise the Capital Improvement Plan is projected to occur in multiple projects coinciding with multiple phases of development within the District, by allowing for the land in the District to be developable, the improvements that comprise the Capital Improvement Plan 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 and their combined benefit will be greater than the sum of their individual benefits. All of the unit types within the District will benefit from each public infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

Similarly, by allowing for the land in Phase 2 to be developable the public infrastructure improvements that comprise the Phase 2 Project will serve and provide to all land uses in Phase 2 and will comprise an interrelated system of improvements, which means all of improvements will serve the entire Phase 2 and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the unit types within Phase 2 will benefit from each public infrastructure improvement category, as the improvements provide basic infrastructure to all land within Phase 2 and benefit all land within Phase 2 as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, and the public infrastructure improvements included in the Phase 2 Project have a logical connection to the special and peculiar benefits received by the land within Phase 2, as without such improvements, the development of the properties within the District/Phase 2 would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District/Phase 2, 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 the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

In following the methodology developed in the Master Report, this Second Supplemental Report proposes to allocate the benefit associated with the Capital Improvement Plan and its component the Phase 2 Project to the different product types proposed to be developed within the District in proportion to their density of development and intensity of use of 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 contemplated to be developed within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by units that comprise Phase 2 and Future Areas.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Plan less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the infrastructure improvements. 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 from the District's public

infrastructure improvements that are part of the Capital Improvement Plan.

As the public infrastructure improvements included in the Capital Improvement Plan will comprise an interrelated system of improvements, and as the implementation of the Capital Improvement Plan is projected to proceed in multiple stages to coincide with multiple phases of development occurring within different areas, Table 5 in the *Appendix* presents the allocation of the costs of the Capital Improvement Plan to Phase 2 and Future Areas based on the benefit allocation methodology illustrated in Table 4 in the *Appendix*.

In order to facilitate the marketing of the residential units developed the District, the Developer requested that the District limit the amount of annual assessments for debt service on the Series 2024 Bonds (the “Series 2024 Bond Assessments”) to certain predetermined levels, and in order to accomplish that goal, the Developer will be required as part of the Acquisition Agreement and/or the Completion Agreement to construct public infrastructure improvements in the estimated amount of \$4,388,508.86, which represent a required “buy down” of assessment levels, in excess of the total amount available from the proceeds of the Series 2024 Bonds.

Using the ERU benefit allocations developed in Table 4 in the *Appendix*, as well as the allocation of the costs of the Phase 2 Project to Phase 2 and Future Areas developed in Table 5 in the *Appendix*, Table 6 in the *Appendix* illustrates the allocation of the costs of the Phase 2 Project and Capital Improvement Plan allocable to the units within Phase 2 and Future Areas.

Table 7 in the *Appendix* presents the apportionment of the Series 2024 Bond Assessments for Phase 2 in accordance with the ERU benefit allocation method presented in Table 4 as modified by the effects of the contributions and/or future indebtedness illustrated in Table 6 in the *Appendix*. Table 7 also presents the annual levels of the annual debt service assessments per unit.

5.3 Assigning Bond and Note Assessments

As the land in the District is not yet platted for its intended final use and the precise location of the residential units by lot or parcel is unknown, the Series 2024 Bond Assessments will initially be levied on all developable lands in Phase 2 on an equal pro-rata gross acre basis, thus the Series 2024 Bond Assessments in the estimated

amount of \$25,850,000* will be preliminarily levied on approximately 155.96 +/- gross acres contained within Phase 2 (the "Series 2024 Bonds Assessment Area") at a rate of \$165,747.63 per acre.

When the land in Phase 2 is platted, the Series 2024 Bond Assessments will be allocated to each platted parcel within Phase 2 on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix*. Such allocation of the Series 2024 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2024 Bond Assessments levied on unplatted gross acres within Phase 2.

Further, to the extent that any parcel of land which has not been platted is sold to another developer or builder, the Series 2024 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 Series 2024 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 are:

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

The public infrastructure improvements which are part of the Capital Improvement Plan and its component the Phase 2 Project make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single

* Preliminary, subject to change.

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 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 Capital Improvement Plan and its component the Phase 2 Project.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The assessment methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Series 2024 Bond Assessments on a per ERU basis never exceed the initially allocated assessment as contemplated in the adopted assessment methodology. The Series 2024 Bond Assessments per ERU are estimated to preliminarily equal \$60,004.64* (\$25,850,000* in Series 2024 Bond Assessments divided by 430.80 ERUs) and may change based on the final sizing of the Series 2024 Bonds. If such changes occur, the methodology described herein is applied to the land based on the number of and type of units of particular land uses within each and every parcel as signified by the number of ERUs.

As the land in Phase 2 is platted, the Series 2024 Bond Assessments are assigned to platted parcels based on the figures in Table 7 in the

* Preliminary, subject to change.

Appendix. If as a result of platting and apportionment of the Series 2024 Bond Assessments to the platted parcels, the Series 2024 Bond Assessments per ERU for land that remains unplatted remains equal to \$60,004.64* then no true-up adjustment will be necessary.

If as a result of platting of land in Phase 2 and apportionment of the Series 2024 Bond Assessments to the platted parcels the Series 2024 Bond Assessments per ERU for land that remains unplatted equal less than \$60,004.64* (for instance as a result of a larger number of units) then the per ERU Series 2024 Bond Assessments for all parcels within Phase 2 will be lowered if that state persists at the conclusion of platting of all land within Phase 2.

If, in contrast, as a result of platting of land in Phase 2 and apportionment of the Series 2024 Bond Assessments to the platted parcels, the Series 2024 Bond Assessments per ERU for land that remains unplatted equals more than \$60,004.64* (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted lands – in the District's sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in the Series 2024 Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per ERU to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Series 2024 Bond Assessments per ERU and \$60,004.64* multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Series 2024 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the Series 2024 Bonds secured by the Series 2024 Bond Assessments).

In addition to platting of property within the District, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Series 2024 Bond Assessments per ERU for land that remains unplatted within the District remains equal to

* Preliminary, subject to change.

\$60,004.64*. The test will be based upon the development rights as signified by the number of ERUs 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 the Series 2024 Bond Assessments transferred at sale.

5.7 Preliminary Assessment Roll

Based on the per gross acre assessment proposed in Section 5.3, the Series 2024 Bond Assessments in the estimated amount of \$25,850,000* are proposed to be levied over the area described in Exhibit "A", which comprises the Series 2024 Bonds Assessment Area.

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 Capital Improvement Plan. 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 structure of the Series 2024 Bonds and Series 2024 Notes 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.

* Preliminary, subject to change.

7.0 Appendix

Table 1

Creekview

Community Development District

Development Plan

Product Type	Phase 1 Number of Units	Phase 2		Total Number of Phase 2 Units	Future Areas	
		Area 4A Units	Area 4B Units		Number of Units	Total Number of Units
Townhome	0	0	0	0	102	102
Single Family 40'	0	0	0	0	32	32
Single Family 50'	358	30	108	138	263	759
Single Family 60'	190	123	121	244	201	635
Single Family 70'	0	0	0	0	0	0
Total	548	153	229	382	598	1,528

Table 2

Creekview

Community Development District

Capital Improvement Plan Costs

Improvement	Phase 2 Project				Future Project Costs	Total Costs
	Area 4A Project Costs	Area 4B Project Costs	Master Phase 2 Project Costs*	Total Phase 2 Project Costs		
Stormwater Management System	\$4,462,100	\$2,568,800	\$0	\$7,030,900	\$12,894,100	\$32,013,500
Roadway Improvements	\$1,662,200	\$2,113,200	\$0	\$3,775,400	\$14,844,600	\$27,067,000
Water, Sewer and Reuse Systems	\$3,922,500	\$4,321,800	\$0	\$8,244,300	\$7,130,700	\$24,268,500
Amenities, Entry Feature, and Landscaping	\$0	\$0	\$7,200,000	\$7,200,000	\$0	\$8,200,000
Total	\$10,046,800	\$9,003,800	\$7,200,000	\$26,250,600	\$34,869,400	\$91,549,000

* Please note that this figure does not include costs related to the APF Road as this portion of the project is subject to and is reimbursable per the impact fee agreement.

Table 3

Creekview

Community Development District

Preliminary Sources and Uses of Funds

<u>Sources</u>		Series 2024
Bond Proceeds:		
Par Amount		\$25,850,000.00
Total Sources		\$25,850,000.00
<u>Uses</u>		
Project Fund Deposits:		
Project Fund		\$21,862,091.14
Other Fund Deposits:		
Debt Service Reserve Fund		\$1,798,308.86
Capitalized Interest Fund		\$1,447,600.00
Delivery Date Expenses:		
Costs of Issuance		\$742,000.00
Total Uses		\$25,850,000.00

Table 4

Creekview

Community Development District

Benefit Allocation

Product Type	Total Number of Units	ERU Weight	Total ERU
Townhome	102	0.60	61.20
Single Family 40'	32	0.80	25.60
Single Family 50'	759	1.00	759.00
Single Family 60'	635	1.20	762.00
Single Family 70'	0	1.40	0.00
Total	1,528		1,607.80

Product Type	Total Number of Phase 2 Units	ERU Weight	Phase 2 Total ERU	Percent of Total ERU
Townhome	0	0.60	0.00	
Single Family 40'	0	0.80	0.00	
Single Family 50'	138	1.00	138.00	
Single Family 60'	244	1.20	292.80	
Single Family 70'	0	1.40	0.00	
Total	382		430.80	26.7944%

Product Type	Future Areas Number of Units	ERU Weight	Future Areas Total ERU	Percent of Total ERU
Townhome	102	0.60	61.20	
Single Family 40'	32	0.80	25.60	
Single Family 50'	263	1.00	263.00	
Single Family 60'	201	1.20	241.20	
Single Family 70'	0	1.40	0.00	
Total	598		591.00	36.7583%

Table 5

Creekview

Community Development District

ERU-Based Allocation of Costs of the Capital Improvement Plan to Phase 2 and Future Areas

Product Type	Total ERU	Percent of Total ERU	Allocation of Costs of CIP
Phase 2 Capital Improvement Plan Cost	430.80	26.7944%	\$24,529,984.58
Future Areas Capital Improvement Plan Cost	591.00	36.7583%	\$33,651,859.06
Total	1,021.80	63.5527%	\$58,181,843.64

Product Type	CIP Cost Allocation to Phase 2	CIP Cost Allocation to Future Phases	Total CIP Cost Allocation
Townhome	\$0.00	\$3,484,761.04	\$3,484,761.04
Single Family 40'	\$0.00	\$1,457,677.82	\$1,457,677.82
Single Family 50'	\$7,857,794.50	\$14,975,361.99	\$22,833,156.49
Single Family 60'	\$16,672,190.07	\$13,734,058.22	\$30,406,248.29
Single Family 70'	\$0.00	\$0.00	\$0.00
Total	\$24,529,984.58	\$33,651,859.06	\$58,181,843.64

Table 6

Creekview

Community Development District

Phase 2 Project - Costs Allocation

Product Type	Phase 2 Project Costs	CIP Cost Allocation to Phase 2	Phase 2 Project Cost Contributed by Developer	Phase 2 Project Costs Funded by Series 2024 Bonds
Townhome	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 40'	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 50'	\$8,408,966.57	\$7,857,794.50	\$1,405,789.75	\$7,003,176.83
Single Family 60'	\$17,841,633.43	\$16,672,190.07	\$2,982,719.11	\$14,858,914.31
Single Family 70'	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$26,250,600.00	\$24,529,984.58	\$4,388,508.86	\$21,862,091.14

Table 7

Creekview

Community Development District

Bond Assessments Apportionment

Product Type	Total Number of Phase 2 Units	Phase 2 Project Costs Funded by Series 2024 Bonds	Total Series 2024 Bond Assessments Apportionment	Series 2024 Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit*
Townhome	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 40'	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 50'	138	\$7,003,176.83	\$8,280,640.67	\$60,004.64	\$4,537.33
Single Family 60'	244	\$14,858,914.31	\$17,569,359.33	\$72,005.57	\$5,444.80
Single Family 70'	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	382	\$21,862,091.14	\$25,850,000.00		

* Includes costs of collection at 4% (subject to change) and allowance for early payment discount at 4% (subject to change)

Exhibit “A”

Series 2024 Bond Assessments in the amount of \$25,850,000* are proposed to be levied over the area as described below:

* Preliminary, Subject to change.

AREA 4A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°56'28" EAST, 321.45 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 36.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°40'27" EAST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET; THENCE NORTH 51°04'16" WEST, 79.20 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°41'45" WEST, 282.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°32'14" WEST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°46'07" WEST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 266.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°01'52" WEST, 77.09 FEET; THENCE NORTH 54°15'41" WEST, 72.36 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°22'22" WEST, 275.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 847.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 265.25 FEET; THENCE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 1389.47 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 382.46 FEET; THENCE SOUTH 49°46'59" EAST, 343.22 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 60.78 ACRES, MORE OR LESS.



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
REG - 2584 LC - 0000316

ASSESSMENT AREA 4A LEGAL DESCRIPTION		ETM NO. 24-151
		DRAWN BY: MKJ
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT		DATE: JULY, 2024
		DRAWING NO. PLATE 5A
CLAY COUNTY, FLORIDA		

AREA 4B

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 358.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°25'35" EAST, 358.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 1356.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°02'38" WEST, 1312.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1240.00 FEET, AN ARC DISTANCE OF 492.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°04'23" WEST, 489.29 FEET; THENCE NORTH 73°12'02" WEST, 664.69 FEET; THENCE SOUTH 89°09'21" WEST, 83.32 FEET; THENCE NORTH 79°19'58" WEST, 1130.66 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 652, OF SAID PUBLIC RECORDS; THENCE NORTH 89°25'48" EAST, ALONG LAST SAID LINE, 1108.39 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°12'59" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED "PARCEL 1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1846, PAGE 381, OF SAID PUBLIC RECORDS, 694.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE 224.45 FEET; THENCE NORTH 90°00'00" EAST, 847.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°22'22" EAST, 275.44 FEET; THENCE SOUTH 54°15'41" EAST, 72.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°01'52" EAST, 77.09 FEET; THENCE SOUTH 90°00'00" EAST, 266.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'07" EAST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°32'14" EAST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'45" EAST, 282.99 FEET; THENCE SOUTH 51°04'16" EAST, 79.20 FEET, TO THE POINT OF BEGINNING.

CONTAINING 95.18 ACRES, MORE OR LESS.

ETM VISION - EXPERIENCE - RESULTS ENGLAND - THIMS & MILLER, INC. 14775 Old St. Augustine Road, Jacksonville, FL 32258 TEL: (904) 642-8990, FAX: (904) 646-9485 REG - 2584 LC - 0000316	ASSESSMENT AREA 4B LEGAL DESCRIPTION		ETM NO. 24-151
	CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT		DRAWN BY: MKJ
	CLAY COUNTY, FLORIDA		DATE: JULY, 2024
			DRAWING NO. PLATE 5B

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-10

A RESOLUTION OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2021-31 BY AUTHORIZING THE ISSUANCE OF ITS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (PHASE 2 PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$28,000,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH SERIES 2024 BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE CONTRACT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL TRUST INDENTURE; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH SERIES 2024 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORMS OF SAID SERIES 2024 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID SERIES 2024 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID SERIES 2024 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Creekview Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and established by Ordinance No. 2021-20 of Clay County, Florida (the “Ordinance”), for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of public infrastructure and other public facilities within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District is authorized by Section 190.016(8) of the Act and the Ordinance to issue its revenue bonds for the purpose of acquiring and constructing assessable improvements, all as provided in the Act and the Ordinance; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on

property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution 2021-31 (the “Initial Bond Resolution”) authorized the issuance of its not exceeding \$115,325,000 principal amount of its special assessment revenue bonds (the “Bonds”) in separate series for the purposes set forth in said Initial Bond Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the Initial Bond Resolution; and

WHEREAS, the Bonds were validated by the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Clay County, Florida in a final judgment rendered on October 4, 2021 and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, pursuant to the Initial Bond Resolution, as supplemented by Resolution No. 2022-12 adopted by the Board of the Issuer on February 4, 2022, and as amended and supplemented by Resolution No. 2022-14 adopted by the Board of the Issuer on April 7, 2022, and the Master Trust Indenture dated as of April 1, 2022 (the “Master Indenture”) between the Issuer and U.S. Bank Trust Company, N.A. (the “Trustee”), as supplemented by a First Supplemental Trust Indenture dated April 1, 2022, the Issuer previously issued its \$25,000,000 Creekview Community Development District (Clay County, Florida) Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project), as a Series of Bonds under the Master Indenture; and

WHEREAS, the District now desires to further supplement the Initial Bond Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) in a principal amount not exceeding \$28,000,000 (the “Series 2024 Bonds”), to approve the form of the Second Supplemental Indenture (hereinafter defined) with respect thereto and to provide for various other matters relating to the issuance of the Series 2024 Bonds; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has received from FMSbonds, Inc. (the “Underwriter”) a proposal in the form of a Bond Purchase Contract (the “Contract”) for the purchase of the Series 2024 Bonds and the Board has determined that acceptance of such proposal and the sale of the Series 2024 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 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 (hereinafter defined).

SECTION 2. Authorization. (a) There is hereby authorized to be issued the Series 2024 Bonds. The Series 2024 Bonds shall be issued under and secured by the Master Indenture, as supplemented by a Second Supplemental Trust Indenture (the “Second Supplemental Indenture”) by and between the District and the Trustee.

(b) The Series 2024 Bonds are authorized to be issued in a principal amount not exceeding \$28,000,000

SECTION 3. Approval of Second Supplemental Indenture. The Second Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibits A** hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Second Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby appointed to serve as Trustee, Bond Registrar and Paying Agent under such Second Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2024 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2024 Bonds at presently favorable interest rates, and because the nature of the security for the Series 2024 Bonds and the sources of payment of debt service on the Series 2024 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chair or Vice Chair of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chair or Vice Chair; provided that (i) the aggregate principal amount of the Series 2024 Bonds shall not exceed \$28,000,000; (ii) the interest rate on the Series 2024 Bonds will not exceed the maximum rate permitted by applicable law; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the Series 2024 Bonds; (iv) if the Series 2024 Bonds are subject to optional redemption, which determination will be made on or before the sale date of the Series 2024 Bonds, the first optional call date and the redemption price shall be as set forth in the Contract; and (v) the final maturity of the Series 2024 Bonds shall be no later than the maximum maturity allowed under applicable Florida law.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the Series 2024 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chair or Vice Chair is hereby authorized to approve such insertions, changes and modifications, and, the Chair or Vice Chair is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or Vice Chair is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2024 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2024 Bonds. The Limited Offering Memorandum shall be substantially in the form of

the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Vice Chair as necessary to conform to the details of the Series 2024 Bonds and such other insertions, modifications and changes as may be approved by the Chair or Vice Chair. The execution and delivery of the Limited Offering Memorandum by the Chair or Vice Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2024 Bonds.

SECTION 7. Form of Series 2024 Bonds. The Series 2024 Bonds shall be in substantially the forms as set forth in the exhibits to the Second Supplemental Indentures, with such additions, deletions and other changes thereto as the officials of the Board executing the Series 2024 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Series 2024 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the Series 2024 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the “Disclosure Document”) relating to the Series 2024 Bonds attached hereto as **Exhibit D** is hereby approved. Wrathell Hunt & Associates., LLC is hereby approved as the Dissemination Agent under the Disclosure Document. The Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Application of Series 2024 Bonds Proceeds. Proceeds of the Series 2024 Bonds, shall be applied as provided in the Second Supplemental Indenture.

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2024 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 requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chair, the Vice Chair, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the “District Officers”), Akerman LLP, as Bond Counsel, Kilinski | Van Wyk PLLC, the District’s General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2024 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Second Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract. The District Officers

are hereby authorized to make such modifications to the series designations of the Series 2024 Bonds as shall be necessary and appropriate to correspond to the facilities financed thereby.

SECTION 12. Other Agreements and Reports. The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners or developers of lands within the District as shall be necessary or desirable in connection with the issuance and delivery of the Series 2024 Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein. The District further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsel to the District of such engineering, assessment and other reports and supplements thereto as shall be necessary or desirable in connection with the marketing, sale, issuance and delivery of the Series 2024 Bonds and the consummation of all transactions in connection therewith.

SECTION 13. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Series 2024 Bonds are hereby approved, confirmed and ratified.

SECTION 14. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 15. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

[The remainder of this page is intentionally blank; signature page follows.]

SECTION 16. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ____ day of September, 2024.

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

By: _____
Chair

Attest:

By: _____
Secretary

Exhibits

A-Second Supplemental Indenture

B-Bond Purchase Contract

C-Preliminary Limited Offering Memorandum

D-Continuing Disclosure Agreement

SECOND SUPPLEMENTAL TRUST INDENTURE
BETWEEN
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
AND
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
AS TRUSTEE

Dated as of September 1, 2024

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SECOND SUPPLEMENTAL TRUST INDENTURE

THIS **SECOND SUPPLEMENTAL TRUST INDENTURE** (the “Second Supplemental Indenture”) dated as of September 1, 2024, from **CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT** (the “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the “Trustee”), a national banking association duly organized and existing under the laws of the United States of America authorized to accept and execute trusts of the character herein set out within the State of Florida (said bank association and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the “Trustee”). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Indenture (hereinafter defined).

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and established by Ordinance No. 2021-20 of Clay County, Florida (the “Ordinance”), for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of public infrastructure and other public facilities within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District is authorized by Section 190.016(8) of the Act and the Ordinance to issue its revenue bonds for the purpose of acquiring and constructing assessable improvements, all as provided in the Act and the Ordinance; and

WHEREAS, the District has entered into a Master Trust Indenture dated as of April 1, 2022 (the “Master Indenture”), with the Trustee to secure the issuance of its Creekview Community Development District Special Assessment Revenue Bonds (the “Bonds”), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution 2021-31 adopted by the Board on August 27, 2021 (the “Bond Resolution”), the District has authorized the issuance of its not exceeding \$115,325,000 Creekview Community Development District Special Assessment Revenue Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Clay County, Florida in a final judgment rendered on October 4, 2021, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, the Board has duly adopted Resolutions 2021-30, 2022-04 and 2024-[] pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, defining assessable property to be benefited by the District’s Capital Improvement Program (“CIP”), defining the portion of the Cost of the Capital Improvement Program to be financed with the proceeds of the Bonds, including the Series 2024 Bonds (such portion of the CIP to be financed with the Series 2024 Bonds, hereinafter the “Phase 2 Project”) with respect to which Series 2024 Assessments (hereinafter defined) will be imposed and the manner in which such Series 2024 Assessments shall be levied

against such benefited property within the District, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the Series 2024 Assessments may be heard as to the propriety and advisability of undertaking the Capital Improvement Program, including the Phase 2 Project, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the Capital Improvement Program, including the Phase 2 Project, and stating the intent of the District to issue the Series 2024 Bonds (as herein defined) secured by such Series 2024 Assessments to finance the costs of the acquisition and construction of the Phase 2 Project and the Board of the District has duly adopted a resolution, following a public hearing conducted in accordance with the Act, to fix and establish the Series 2024 Assessments and the benefited property (collectively the “Assessment Resolution”); and

WHEREAS, pursuant to the Bond Resolution, as supplemented by District Resolution 2024-10 adopted by the Board on [September ____], 2024 (the “Series Bond Resolution”) the District has authorized the issuance, sale and delivery of its \$[_____] Creekview Community Development District Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the “Series 2024 Bonds”) as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture (collectively with the Master Indenture, the “Indenture”) to secure the issuance of the Series 2024 Bonds and to set forth the terms of the Series 2024 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2024 Bonds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Phase 2 Project, which Phase 2 Project is further described in **Exhibit C** hereto; (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) to pay a portion of the interest accruing on the Series 2024 Bonds; and (iv) fund the 2024 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this Second Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Series 2024 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2024 Pledged Revenues (as hereinafter defined) have been done.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2024 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2024 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Series 2024 Bonds: (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, grant, bargain, sell, convey, transfer, assign and

pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions hereof pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture and herein, all revenues derived by the District from the Series 2024 Assessments levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time and all amounts in the Funds and Accounts (except for the 2024 Rebate Account and the 2024 Costs of Issuance Account) established hereby (collectively the “2024 Pledged Revenues”) which shall comprise the Pledged Revenues securing only the Series 2024 Bonds;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture and herein, upon the terms and trusts in the Master Indenture and herein set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2024 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any Series 2024 Bond over any other Series 2024 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2024 Bonds or any Series 2024 Bond secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2024 Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provision of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2024 Bonds or any Series 2024 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2024 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture), including this Second Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2024 Bonds, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

“Acquisition Agreement” shall mean any document, including any and all amendments thereto, pursuant to which the Developer conveys to the District any portion of the Phase 2 Project.

“Amortization Installments” shall mean the moneys required to be deposited in the Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

“Assessment Interest” shall mean the interest on Series 2024 Assessments received by the District which is pledged to the Series 2024 Bonds, other than Delinquent Assessment Interest.

“Assessment Principal” shall mean the principal amount of Series 2024 Assessments received by the District which are pledged to the Series 2024 Bonds, other than Delinquent Assessment Principal and Prepayment Principal.

“Assessment Proceedings” shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2024 Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Series 2024 Assessments.

“Authorized Denomination” shall mean, with respect to the Series 2024 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof, provided, however, if any initial Beneficial Owner of Series 2024 Bonds does not purchase at least \$100,000 of the Series 2024 Bonds at the time of initial delivery of the Series 2024 Bonds, such Beneficial Owner must execute and deliver to the District and the Underwriter on the date of delivery of the Series 2024 Bonds the investor letter in the form satisfactory to the District or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Beneficial Owner” shall mean the owners from time to time of the Series 2024 Bonds for federal income tax purposes.

“Bond Depository” shall mean the securities depository existing from time to time under Section 201 hereof.

“Bond Participants” shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2024 Bonds as securities depository.

“Capital Improvement Program” or “CIP” shall mean the improvement program described in the Creekview Community Development District Capital Improvement Plan, dated August 26, 2021, and prepared by England-Thims & Miller, Inc, as District Engineer, and adopted by the District, setting forth the public infrastructure improvements to be constructed by the District, as supplemented by the Creekview Community Development District Second Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 2 Project), dated August 21, 2024, as may be further amended and supplemented from time to time with the approval of the District.

“Collateral Assignment” shall mean the Collateral Assignment and Assumption of Development Rights related to the Phase 2 Project and dated the initial delivery date of the Series 2024 Bonds, between the District and the Developer, as amended from time to time.

“Completion Agreement” shall mean the Completion Agreement by and between the Developer and the District the initial delivery date of the Series 2024 Bonds.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement dated the date of issuance and delivery of the Series 2024 Bonds, among the District and the Developer and joined in by the Trustee and Dissemination Agent (as defined therein), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Delinquent Assessment Interest” shall mean Assessment Interest deposited with the Trustee after the date on which such Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

“Delinquent Assessment Principal” shall mean Assessment Principal deposited with the Trustee after the date on which such Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

“Developer” shall mean Creekview GP, LLC, a Delaware limited liability company.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

“Interest Payment Date” shall mean each May 1 and November 1, commencing May 1, 2025.

“Majority Owners” shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Series 2024 Bonds then Outstanding.

“Nominee” shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

“Operation and Maintenance Assessments” shall mean non-ad valorem special assessments levied by the District pursuant to the Act and other applicable law on assessable District lands for the operation and maintenance of the Capital Improvement Program and/or the operations and maintenance activities of the District.

“Participating Underwriter” shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

“Prepayment Principal” shall mean the excess amount of Assessment Principal received by the District over the Assessment Principal then due, but shall not include Delinquent Assessment Principal. Prepayment Principal shall not include the proceeds of any refunding bonds.

“Quarterly Redemption Date” shall mean each February 1, May 1, August 1 and November 1.

“Series 2024 Assessments” shall mean the Special Assessments levied against properties within the District specially benefited by the Phase 2 Project corresponding to debt service on the Series 2024 Bonds and designated as such in the Assessment Proceedings. The Series 2024 Assessments shall not include Operation and Maintenance Assessments or other “special assessments” levied and collected by the District under section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the District under Section 190.021(3) of the Act.

“Substantially Absorbed” shall mean the date on which a principal amount of the Series 2024 Assessments equaling at least ninety percent (90%) of the then-Outstanding principal amount of the Series 2024 Bonds are levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon.

“Term Bonds” shall mean the Series 2024 Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

“True-Up Agreement” shall mean the True-Up Agreement between the District and the Developer, dated the initial delivery date of the Series 2024 Bonds.

“2024 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 401(a) of this Second Supplemental Indenture.

“2024 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 401(a) of this Second Supplemental Indenture.

“2024 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 401(b) of this Second Supplemental Indenture.

“2024 Optional Redemption Account” shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 401(c) of this Second Supplemental Indenture.

“2024 Pledged Revenues” shall mean (a) all revenues received by the District from the Series 2024 Assessments levied and collected on all or a portion of the District Lands with respect

to the Phase 2 Project or portion thereof financed by the Series 2024 Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024 Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under this Second Supplemental Indenture for the Series 2024 Bonds; provided, however, that 2024 Pledged Revenues shall not include any moneys transferred to the Rebate Fund (or investment earnings thereon) or amounts in the 2024 Costs of Issuance Account.

“2024 Prepayment Account” shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 401(c) of this Second Supplemental Indenture.

“2024 Rebate Account” shall mean the Account so designated, established pursuant to Section 4.07 of this Second Supplemental Indenture.

“2024 Reserve Account” shall mean the Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 401(d) of this Second Supplemental Indenture.

“2024 Reserve Account Release Condition #1” shall mean, collectively, the date upon which (i) all lots subject to the Series 2024 Assessments shall have been developed and platted, as certified in writing by the District Engineer; (ii) all of the platted lots subject to the Series 2024 Assessments have closed with homebuilders, as certified in writing by the District Engineer; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

“2024 Reserve Account Release Condition #2” shall mean, collectively, (i) satisfaction of 2024 Reserve Account Release Condition #1, (ii) all of the lots subject to the Series 2024 Assessments have constructed homes thereon which have each received a certificate of occupancy, and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

“2024 Reserve Account Requirement” shall mean, with respect to the Series 2024 Bonds, initially, an amount equal to the maximum annual debt service requirement with respect to the Series 2024 Bonds, as determined from time to time on the date of any such calculation. Upon satisfaction of 2024 Reserve Account Release Condition #1, the 2024 Reserve Account Requirement shall be reduced to 50% of the maximum annual debt service requirement of the then Outstanding Series 2024 Bonds. Upon satisfaction of 2024 Reserve Account Release Condition #2, the 2024 Reserve Account Requirement shall be further reduced to 10% of the maximum annual debt service requirement of the then Outstanding Series 2024 Bonds. Satisfaction of 2024 Reserve Account Release Condition #1 or 2024 Reserve Account Release Condition #2 shall be evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely. The 2024 Reserve Account Requirement shall be re-calculated upon the payment of principal of the Series 2024 Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments). The 2024 Reserve Account Requirement is initially \$[_____].

“2024 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 401(e) of this Second Supplemental Indenture.

“2024 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 401(b) of this Second Supplemental Indenture.

The words “hereof”, “herein”, “hereto”, “hereby”, and “hereunder” (except in the forms of Series 2024 Bonds), refer to the entire Indenture.

Every “request”, “requisition”, “order”, “demand”, “application”, “notice”, “statement”, “certificate”, “consent”, or similar action hereunder by the District shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the District.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2024 BONDS

Section 201. Authorization of Series 2024 Bonds; Book-Entry Only Form. The Series 2024 Bonds are hereby authorized to be issued in the aggregate principal amount of \$[_____] for the purposes enumerated in the recitals hereto. The Series 2024 Bonds shall be substantially in the form set forth as **Exhibit B** to this Second Supplemental Indenture. Each Series 2024 Bond shall bear the designation “2024” and be numbered consecutively from 1 upwards.

The Series 2024 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2024 Bond for each maturity of Series 2024 Bonds. Upon initial issuance, the ownership of such Series 2024 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York (“DTC”), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2024 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2024 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect

to principal of, premium, if any, or interest on the Series 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payment shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in this Second Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2024 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2024 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof and of the Master Indenture.

Section 202. Terms of Series 2024 Bonds. The Series 2024 Bonds shall be issued as [four (4)] Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

\$[____], [____]% Term Bond due May 1, 20[____]

\$[____], [____]% Term Bond due May 1, 20[____]

\$[____], [____]% Term Bond due May 1, 20[____]

\$[____], [____]% Term Bond due May 1, 20[____]

Section 203. Dating; Interest Accrual. Each Series 2024 Bond upon initial issuance shall be dated September [____], 2024. Each Series 2024 Bond shall also bear its date of authentication.

Each Series 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2024 Bond has been paid, in which event such Series 2024 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event such Series 2024 Bond shall bear interest from its date. Interest on the Series 2024 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2025, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2024 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2024 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2024 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2024 Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Series 2024 Bonds, all the Series 2024 Bonds 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:

- (a) Certified copies of the Assessment Proceedings;
- (b) Executed originals of the Master Indenture and this Second Supplemental Indenture;
- (c) A Bond Counsel opinion addressed to the Trustee or with respect to which the Trustee has received a customary reliance letter substantially to the effect that; (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Series 2024 Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes; and (iv) the Series 2024 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes.
- (d) An opinion of Counsel to the District addressed to the Trustee substantially to the effect that; (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake the Phase 2 Project being financed with the proceeds of the Series 2024 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Phase 2 Project, (iii) all proceedings undertaken by the District with respect to the Series 2024 Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Series 2024 Assessments, and (v) the Series 2024

Assessments are legal, valid and binding liens upon the property against which such Series 2024 Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2024 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;

(f) A certificate or certificates of the District's engineer certifying as to the accuracy of the information set forth in the District engineer's report regarding the Phase 2 Project; and

(g) A certified copy of the final judgment of validation together with a certificate of no appeal.

Delivery to the Trustee of the net proceeds from the issuance of the Series 2024 Bonds shall constitute conclusive proof of the delivery of the items described above to the satisfaction of the District and the Participating Underwriter of the Series 2024 Bonds.

Section 208. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Series 2024 Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Holder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section.

ARTICLE III REDEMPTION AND PURCHASE OF SERIES 2024 BONDS

The Series 2024 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as **Exhibit A** to this Second Supplemental Indenture. Notice of redemption shall be given as provided in Section 8.02 of the Master Indenture.

ARTICLE IV DEPOSIT OF SERIES 2024 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

(i) a 2024 Acquisition and Construction Account; and

(ii) a 2024 Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee a 2024 Sinking Fund Account and a 2024 Interest Account;

(c) There is hereby established within the Bond Redemption Fund a 2024 Prepayment Account and a 2024 Optional Redemption Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee a 2024 Reserve Account, which account shall be held for the benefit of all of the Series 2024 Bonds without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another;

(e) There is hereby established within the Revenue Fund held by the Trustee a 2024 Revenue Account; and

(f) There is hereby established within the Rebate Fund held by the Trustee a 2024 Rebate Account.

Section 402. Use of Series 2024 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof, the net proceeds of sale of the Series 2024 Bonds, \$[] (par amount of Series 2024 Bonds less underwriter's discount of \$[]) shall be delivered to the Trustee by the District and applied as follows:

(a) \$[], representing the initial 2024 Reserve Account Requirement, shall be deposited to the 2024 Reserve Account;

(b) \$[], representing costs of issuance relating to the Series 2024 Bonds, shall be deposited to the credit of the 2024 Costs of Issuance Account;

(c) \$[], shall be deposited to the 2024 Interest Account; and

(d) \$[] of the proceeds of the Series 2024 Bonds remaining after the deposits above shall be deposited to the credit of the 2024 Acquisition and Construction Account of the Acquisition and Construction Fund. Additional moneys shall be deposited in the 2024 Acquisition and Construction Account from the 2024 Reserve Account as a result of the satisfaction of 2024 Reserve Account Release Condition #1 or 2024 Reserve Account Release Condition #2.

Section 403. 2024 Acquisition and Construction Account.

(a) Amounts on deposit in the 2024 Acquisition and Construction Account shall be applied to pay the Costs of the Phase 2 Project upon presentment to the Trustee of a properly signed requisition in substantially the form of **Exhibit B**, and the Trustee shall pay such requisition and shall have no duty to confirm that the amount so requisitioned is for a Cost of the Phase 2 Project or is properly payable hereunder.

(b) Any balance remaining in the 2024 Acquisition and Construction Account after the Completion Date of the Phase 2 Project and after retaining the amount, if any, of all remaining unpaid Costs of the Phase 2 Project set forth in the Engineers' Certificate establishing such Completion Date, shall be deposited in the 2024 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2024 Bonds in the manner prescribed in the Series 2024 Bonds. At such time as there are no amounts on deposit in the 2024 Acquisition and Construction Account such account shall be closed.

(c) Notwithstanding the foregoing, the District shall not declare that the Completion Date has occurred until after 2024 Reserve Account Release Condition #1 and 2024 Reserve Account Release Condition #2 have both been satisfied and certain moneys as provided for herein have been transferred from the 2024 Reserve Account to the 2024 Acquisition and Construction Account and such monies have been expended or the District Engineer has otherwise certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the Phase 2 Project.

(d) In accordance with the provisions of the Indenture, the Series 2024 Bonds are payable solely from the 2024 Pledged Revenues. The District acknowledges hereby that (i) the 2024 Pledged Revenues includes, without limitation, all amounts on deposit in the 2024 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the 2024 Pledged Revenues may not be used by the District (whether to pay costs of the Phase 2 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Phase 2 Project and payment is for such work and (iii) the 2024 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Phase 2 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners or by the Trustee with the direction and consent of the Majority Owners.

Section 404. Costs of Issuance Account. There shall be deposited in the 2024 Costs of Issuance Account \$[] which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2024 Bonds. Any amounts on deposit in the 2024 Costs of Issuance Account ninety (90) days after the date of initial delivery of the Series 2024 Bonds, for which the District has not provided to the Trustee a pending requisition, shall be transferred over and deposited into the 2024 Acquisition and Construction Account and used for the purposes permitted therefor and the 2024 Costs of Issuance Account shall be closed.

Section 405. 2024 Reserve Account. Except as provided elsewhere in the Master Indenture or in this Second Supplemental Indenture, amounts on deposit in the 2024 Reserve Account shall be used only for the purpose of making payments into the 2024 Interest Account and the 2024 Sinking Fund Account to pay the Series 2024 Bonds, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

Notwithstanding any of the foregoing, amounts on deposit in the 2024 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Owners of the Series 2024 Bonds to the 2024 Prepayment Subaccount if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2024 Assessments and applied to redeem a portion of the Series 2024 Bonds is less than the principal amount of Series 2024 Bonds indebtedness attributable to such lands.

For the purpose of calculating the 2024 Reserve Account Requirement, maximum annual debt service shall be calculated as of the date of the original issuance and delivery of the Series 2024 Bonds and then recalculated in connection with each extraordinary mandatory redemption of the Series 2024 Bonds from Prepayment Principal as set forth herein (but not upon the optional or mandatory sinking fund redemption thereof). The Trustee shall release any excess due to any such extraordinary mandatory redemption from the 2024 Reserve Account and transfer such excess to the 2024 Prepayment Account in accordance with the second to last paragraph of this Section 4.05. In connection with the final maturity or redemption of all Series 2024 Bonds, amounts on deposit in the 2024 Reserve Account may be used to pay the principal of and interest on the Series 2024 Bonds at such time.

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2024 Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2024 Reserve Account, from the first legally available sources of the District. Any surplus in the 2024 Reserve Account (other than any surplus resulting from satisfaction of Reserve Account Release Condition #1 or Reserve Account Release Condition #2 or investment earnings which shall be applied as provided below) shall be deposited to the 2024 Prepayment Account.

Upon satisfaction of Reserve Account Release Condition #1 or Reserve Account Release Condition #2, as applicable, the Trustee shall release and transfer any excess from the 2024 Reserve Account to the 2024 Acquisition and Construction Account in accordance with the provisions of the Indenture. The District Manager shall deliver a written certification to the District and the Trustee stating that Reserve Account Release Condition #1 or Reserve Account Release Condition #2 has been satisfied, as applicable, and setting forth the amount of the new 2024 Reserve Account Requirement (upon which certificate the Trustee may conclusively rely).

Provided no deficiency exists in the 2024 Reserve Account, all earnings on investments in the 2024 Reserve Account shall be deposited (i) prior to the Completion Date of the Phase 2 Project to the 2024 Acquisition and Construction Account, and (ii) after the Completion Date of the Phase 2 Project to the 2024 Revenue Account. If a deficiency exists in the 2024 Reserve Account, earnings shall be deposited in the 2024 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and Investment Securities.

Subject to the provisions of Section 4.06 hereof, on any date the District or the District Manager, on behalf of the District, receives notice that a landowner wishes to prepay its Series 2024 Assessments relating to the benefited property of such landowner within the District, or as a

result of a mandatory true-up payment (a “Prepayment”), the District shall cause the District Manager, on behalf of the District, to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Prepayment Principal due by the amount of money in the 2024 Reserve Account that will be in excess of the 2024 Reserve Account Requirement as a result of the proposed Prepayment. Such excess in the 2024 Reserve Account shall be transferred by the Trustee to the 2024 Prepayment Account as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the 2024 Reserve Account to the 2024 Prepayment Account to be used for the extraordinary mandatory redemption of the Series 2024 Bonds. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

Notwithstanding the foregoing, on the earliest date on which there is on deposit in the 2024 Reserve Account sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2024 Bonds, together with accrued interest on such Series 2024 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2024 Prepayment Account the amount on deposit in the 2024 Reserve Account to pay and redeem all of the Outstanding Series 2024 Bonds on the earliest such date.

Section 406. Application of Prepayment Principal; 2024 Prepayment Account. All Prepayment Principal shall upon receipt by the Trustee be deposited to the 2024 Prepayment Account. At the time the District deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Prepayment Principal. Amounts on deposit in the 2024 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2024 Bonds in the manner prescribed in the Series 2024 Bonds.

The Trustee is not responsible to verify if any payment is Prepayment Principal and may conclusively rely as accurate upon the classification of the District as Prepayment Principal and in the absence of such notification will conclude that such payment is not Prepayment Principal.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Arbitrage Certificate (including deposits to and payments from the 2024 Rebate Account hereby established) included as part of the closing transcript for the Series 2024 Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the 2024 Rebate Account hereby established shall be directed by the District for investment only in Government Obligations. To the extent any amounts in the 2024 Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the District to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the District covenants with the holders of the Series 2024 Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Series 2024 Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such Series 2024 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such Series 2024 Bonds to be or become subject to federal income taxation, nor shall it fail to do any

act which is necessary to prevent such interest from becoming subject to federal income taxation. The District further covenants that neither the District nor any other person under its control or direction will make any investment or other use of the proceeds of the Series 2024 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Series 2024 Bonds to be “private activity bonds” as that term is defined in Section 141 of the Code (or any successor provision thereto), or “arbitrage bonds” as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Series 2024 Bonds. Notwithstanding the foregoing, nothing herein shall require the District to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the District.

Section 408. Establishment of 2024 Revenue Account in Revenue Fund; Application of Series 2024 Accounts and Investment Earnings.

(a) Except as otherwise provided herein, amounts on deposit in the 2024 Revenue Account shall be applied in accordance with Section 6.03 of the Master Indenture. Except as otherwise provided herein, the Series 2024 Assessments will be collected as provided in Section 9.04 of the Master Indenture. Following an Event of Default, the Majority Owners may direct the District as to the collection method for the Series 2024 Assessments provided such method complies with Florida law. The District covenants to assess, levy, and enforce the payment of the Series 2024 Assessments at times and in amounts as shall be necessary in order to pay, when due, Debt Service Requirements on the Series 2024 Bonds and to pay or cause to be paid the proceeds of such Series 2024 Assessments as received to the Trustee for deposit to the 2024 Revenue Account.

(b) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Funds and Accounts created by this Section 408 or by any other provision of the Master Indenture or this Second Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. Upon deposit of the revenues from the Series 2024 Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Series 2024 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Assessment Interest which shall be deposited into the 2024 Interest Account;

(ii) Assessment Principal, which shall be deposited into the 2024 Sinking Fund Account;

(iii) Prepayment Principal which shall be deposited into the 2024 Prepayment Account;

(iv) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal from the 2024 Reserve Account to pay the principal of Series 2024 Bonds, to the extent that the amount on deposit in the 2024 Reserve Account is less

than the 2024 Reserve Account Requirement, and, the balance, if any, shall be deposited into the 2024 Sinking Fund Account;

(v) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal from the 2024 Reserve Account to pay the interest of Series 2024 Bonds to the extent that the amount on deposit in the 2024 Reserve Account is less than the 2024 Reserve Account Requirement, and, the balance, if any, shall be deposited into the 2024 Interest Account;

(vi) The balance shall be deposited in the 2024 Revenue Account.

(c) On each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2024 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only if all of the deposits required under this Section 408 have or can be made to the next succeeding Interest Payment Date, for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2024 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2024 Bonds. All interest due in regard to such prepayments shall be paid from the 2024 Interest Account or, if insufficient amounts are on deposit in the 2024 Interest Account to pay such interest, then from the 2024 Revenue Account.

(d) Anything herein or in the Master Indenture to the contrary, on each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the 2024 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the 2024 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2024 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2024 Interest Account;

SECOND, beginning on May 1, 2026, and no later than the Business Day next preceding each May 1 thereafter while Series 2024 Bonds remain Outstanding, to the 2024 Sinking Fund Account, an amount equal to the Amortization Installment on the Series 2024 Bonds due on such May 1 or the principal maturing on such May 1, less any amount on deposit in the 2024 Sinking Fund Account;

THIRD, to the 2024 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2024 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the 2024 Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise

Events of Default as provided for in Article X of the Master Trust Indenture and Section 605 herein.

(e) The District has delivered its Federal Tax Certificate as the Arbitrage Certificate for the Series 2024 Bonds (as amended and supplemented from time to time in accordance with its terms, the “2024 Arbitrage Certificate”). On any date required by the 2024 Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the 2024 Revenue Account to the 2024 Rebate Account established for the Series 2024 Bonds in the Rebate Fund the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with the 2024 Arbitrage Certificate. To the extent insufficient moneys are on deposit in the 2024 Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Investment Securities, and further, earnings on investments in the 2024 Acquisition and Construction Account and the 2024 Costs of Issuance Account shall be retained as realized, in such Funds and Accounts and used for the purpose of such Accounts. Earnings on investments in the 2024 Revenue Account, 2024 Sinking Fund Account, the 2024 Interest Account and the 2024 Prepayment Account and the 2024 Optional Redemption Account in the Bond Redemption Fund shall be deposited, as realized, to the credit of the 2024 Revenue Account and used for the purpose of such Account.

Earnings on investments in the 2024 Reserve Account shall be disposed of as provided in Section 405 hereof.

ARTICLE V

CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Second Supplemental Indenture.

Section 502. Limitation of Trustee’s Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee’s Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Second Supplemental Indenture.

ARTICLE VI
ADDITIONAL COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 601. Additional Covenant Regarding Series 2024 Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2024 Assessments, including the assessment methodology, prepared by Wrathell Hunt & Associates, LLC (the “Assessment Methodology”), and to levy the Series 2024 Assessments and any required true up payments as set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2024 Bonds, when due. The District also agrees that it shall not amend the Assessment Methodology in any material manner without the written consent of the Majority Owners.

The District shall directly collect the Series 2024 Assessments in lieu of using the Uniform Method with respect to any assessable lands until such time as such lots are platted, unless the District Manager is directed otherwise by Majority Owners.

Section 602. Limitation on Additional Debt. Other than Bonds issued to refund a portion of Outstanding Series 2024 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2024 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2024 Pledged Revenues. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Special Assessments for any capital project on assessable lands which are also encumbered by the Series 2024 Assessments unless (i) the Series 2024 Assessments have been Substantially Absorbed, or (ii) the District has received the written approval of the Majority Owners to such debt issuance. The District may impose Special Assessments or other non-ad valorem assessments on property subject to the Series 2024 Assessments which as determined by the District are necessary for health, safety, and welfare reasons or to remediate a natural disaster and issue debt secured by such Special Assessments, and provided that the foregoing shall not preclude the imposition of Operation and Maintenance Assessments. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2024 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the Series 2024 Assessments and in the absence of receipt of such certificate, may assume that the Series 2024 Assessments have not been Substantially Absorbed.

Section 603. Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the Series 2024 Assessments and Series 2024 Bonds: If any property shall be offered for sale for the nonpayment of any Series 2024 Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2024 Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2024 Bonds Outstanding, specifying whether the

District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount approved by the Majority Owners (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District or by credit bidding any final foreclosure judgment 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 2024 Bonds and the District, in its proportionate share, to the extent that Operation and Maintenance Assessments were also subject to the foreclosure resulting in such foreclosure sale. The District, either through its own actions, or actions caused to be taken by the District through the Trustee (acting at the written direction of the Majority Owners of the Series 2024 Bonds Outstanding), shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2024 Revenue Account (less the proportionate amount the District may be due from foreclosure of any Operation and Maintenance Assessments). The District, either through its own actions, or actions caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2024 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the Series 2024 Outstanding. The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Series 2024 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2024 Assessments that are billed directly by the District, that the entire Series 2024 Assessments levied on the property for which such installment of Series 2024 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2024 Bonds Outstanding, the District shall promptly, but in any event one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2024 Assessments, including interest and penalties and (ii) unless some other alternative resolution to such proceedings is agreed to with the Trustee and the Majority Owners' consent, 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 604. Additional Matters Relating to Series 2024 Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2024 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Series 2024 Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, and the provisions for the foreclosure of liens of delinquent Series 2024 Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, all in a manner consistent with the Master Indenture and this Second Supplemental Indenture. All Series 2024 Assessments that are billed and collected directly by the District shall be due and payable by the applicable

landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

Section 605. Provisions relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 605 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 subject to at least three percent (3%) of the Series 2024 Assessments pledged to the Series 2024 Bonds 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 Series 2024 Bonds were issued by the District, the Owners of the Series 2024 Bonds 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 seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2024 Bonds 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 Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2024 Assessments relating to the Series 2024 Bonds Outstanding, the Outstanding Series 2024 Bonds or any rights of the Trustee under the Indenture (provided, however, the Majority Owners shall be deemed to have consented, on behalf of the Owners of all of the Series 2024 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Majority Owners, or the Trustee on behalf of the same, within sixty (60) days following receipt by the Majority Owners of the 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 Series 2024 Assessments relating to the Series 2024 Bonds Outstanding, the Series 2024 Bonds 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 seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners shall be deemed to have consented, on behalf of all of the Owners of the Series 2024 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Majority Owners, or the Trustee on behalf of the same, within sixty (60) days following receipt by the Majority Owners of the 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 Series 2024 Assessments relating to the Series 2024 Bonds 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 Series 2024 Assessments relating the Series 2024 Bonds 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 in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Series 2024 Assessments relating to the Series 2024 Bonds 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 (i) to file a proof of claim with respect to the Series 2024 Assessments pledged to the Series 2024 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section 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 claim in such manner as it shall deem appropriate in its sole and absolute discretion. 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 Series 2024 Assessments relating to the Series 2024 Bonds 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) or (b)(v) above.

Section 606. Assignment of Collateral Assignment.

The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2024 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 607. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under such agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2024 Bonds shall, subject to the Trustee's rights under Articles X and XI of the Master Indenture, act on behalf of, and in the District's stead, to enforce the provisions of such agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2024 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2024 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Series 2024 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Second Supplemental Indenture the terms and provisions hereof shall control.

Section 702. Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

Section 703. Third Party Beneficiaries. This Second Supplemental Indenture shall inure solely to the benefit of the District, the Trustee and the Holders from time to time of the Series 2024 Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, Creekview Community Development District has caused these presents to be signed in its name and on its behalf by its Chair or Vice Chair, and its official seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

By: _____
[Vice] Chair, Board of Supervisors

ATTEST:

By: _____
[Assistant] Secretary

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A

No. 2024R-__

\$_____

United States of America
State of Florida
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2024
(PHASE 2 PROJECT)

Interest <u>Rate</u>	Maturity <u>Date</u>	Dated <u>Date</u>	<u>CUSIP</u>
_____%	May 1, ____	September [____], 2024	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND AND
NO/100 DOLLARS

THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2024 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2024 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2024 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2024 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2024 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2024 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the “District”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2024 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources

hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on May 1, 2025, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture, the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) 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 this Series 2024 Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the District designated “Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project)” (the “Series 2024 Bonds”) issuable under and governed by the terms of a Master Trust Indenture dated as of April 1, 2022 (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association as trustee (the “Trustee”), as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2024 (the “Supplemental Indenture”), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the “Indenture”). The Series 2024 Bonds are issued in an aggregate principal amount of \$[_____] for the purposes of (i) financing the Cost of acquiring, constructing and equipping certain assessable improvements (the “Phase 2 Project”); (ii) paying certain costs associated with the issuance of the Series 2024 Bonds; (iii) paying a portion of the interest to accrue on the Series 2024 Bonds; and (iv) making a deposit into the 2024 Reserve Account for the benefit of all of the Series 2024 Bonds.

NEITHER THIS SERIES 2024 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2024 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON 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 IN THE INDENTURE. 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 THE INDENTURE, OR THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS

REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2024 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2024 PLEDGED REVENUES PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Series 2024 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2024 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2024 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2024 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2024 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2024 Bonds, and, by the acceptance of this Series 2024 Bond, the Registered Owner and Beneficial Owners hereof assent to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2024 Bonds are equally and ratably secured by the 2024 Pledged Revenues, without preference or priority of one Series 2024 Bond over another.

The Series 2024 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an “Authorized Denomination”). This Series 2024 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the “Bond Registrar”), upon surrender of this Series 2024 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2024 Bond or Series 2024 Bonds, in the same aggregate principal amount and of the same maturity as the Series 2024 Bond or Series 2024 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2024 Bonds may be exchanged for an equal aggregate principal amount of Series 2024 Bonds of the same maturity, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2024 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2024 Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2024 Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Series 2024 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 20[___] at the Redemption Price of 10[___]% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u> \$
*	
* Maturity.	

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u> \$
*	
* Maturity.	

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u> \$
-------------	---

*

* Maturity.

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u> \$
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*

* Maturity.

Any Series 2024 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024 Bonds.

Upon redemption or purchase of the Series 2024 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2024 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2024 Bonds.

Extraordinary Mandatory Redemption

The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2024 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2024 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after Completion Date of the Phase 2 Project by application of moneys transferred from the 2024 Acquisition and Construction Account to the 2024 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2024 Prepayment Account from the prepayment of Series 2024 Assessments and from amounts deposited into the 2024 Prepayment Account from any other sources; or

(iii) When the amount on deposit in the 2024 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2024 Bonds then Outstanding as provided in the Supplemental Indenture.

If less than all of the Series 2024 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2024 Bonds or portions of such Series 2024 Bonds of that maturity to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2024 Bonds is required to be given by Electronic Means or mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2024 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2024 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2024 Bond which remain unclaimed for three (3) years after the date when such Series 2024 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2024 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2024 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2024 Bonds as to the 2024 Pledged Revenues shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2024 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2024 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2024 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2024 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Creekview Community Development District has caused this Series 2024 Bond to bear the signature the Chair or Vice Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of its [Assistant] Secretary.

CREEKVIEW COMMUNITY DEVELOPMENT
DISTRICT

(SEAL)

By: _____
[Vice] Chair, Board of Supervisors

ATTEST:

By: _____
[Assistant] Secretary

CERTIFICATE OF AUTHENTICATION

This Series 2024 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Registrar

By: _____
Vice President

Date of Authentication:

CERTIFICATE OF VALIDATION

This Series 2024 Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court in and for Clay County, Florida, rendered on October 4, 2021.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
[Vice] Chair, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2024 BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2024 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entirety

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform
Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto
_____ the within Series 2024 Bond and all rights
thereunder, and hereby irrevocably constitutes and appoints _____,
attorney to transfer the said Series 2024 Bond on the books of the District, with full power of
substitution in the premises.

Date: _____

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: The assignor's signature to this
Assignment must correspond with the name
as it appears on the face of the within Series
2024 Bond in every particular without
alteration or any change whatever.

NOTICE: Signatures (s) must be guaranteed
by guarantor institution participating in the
Securities Transfer Agents Medallion Program
or such other guaranteed program acceptable
to the Trustee.

EXHIBIT B

FORM OF REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)**

The undersigned, a Responsible Officer of the Creekview 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, as trustee (the “Trustee”), dated as of April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (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):
- (E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in “E” above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

District Engineer

EXHIBIT C

DESCRIPTION OF PHASE 2 PROJECT

**ASSESSABLE IMPROVEMENTS AS DESCRIBED IN
THE SECOND SUPPLEMENTAL ENGINEER'S REPORT TO THE CAPITAL
IMPROVEMENT PLAN (PHASE 2 PROJECT)
PREPARED BY ENGLAND-THIMS & MILLER, INC.
DATED AUGUST 21, 2024, AND AS REVISED FROM TIME TO TIME.**

Infrastructure improvements for Phase 2 are generally described and included in the District Engineer's report referred to above. Such improvements to be funded from the 2024 Acquisition and Construction Account shall consist of [roadway, water management and control, water supply, wastewater management and landscape/hardscape/recreation improvements] and other qualified public improvements.

Exhibit A-Second Supplemental Indenture

Exhibit B-Bond Purchase Contract

**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
(CLAY COUNTY, FLORIDA)**

\$[_____]]
**SPECIAL ASSESSMENT REVENUE BONDS,
SERIES 2024
(PHASE 2 PROJECT)**

BOND PURCHASE CONTRACT

[_____] , 2024

Board of Supervisors
Creekview Community Development District
Clay County, Florida

Board of Supervisors:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Creekview Community Development District (the "District"). The District is located entirely within Clay County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 4:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the District's \$[_____] aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds"). The Series 2024 Bonds shall be dated as of their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto.

The purchase price for the Series 2024 Bonds shall be \$[_____] (representing the \$[_____] .00 aggregate principal amount of the Series 2024 Bonds, [plus/less original issue premium/discount of \$[_____] and] less an underwriter's discount of \$[_____]). Payment of the purchase price and delivery of the Series 2024 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

2. The Series 2024 Bonds. The Series 2024 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and by Ordinance No. 2021-20, enacted by the Board of County Commissioners of the County and effective

on June 29, 2021 (the "Ordinance"). The Series 2024 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of April 1, 2022 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2024 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and by Resolution Nos. 2021-31 and 2024-[] adopted by the Board of Supervisors of the District (the "Board") on August 27, 2021 and [], 2024, respectively (collectively, the "Bond Resolution"). The Series 2024 Assessments which constitute the 2024 Pledged Revenues for the Series 2024 Bonds have been levied, or prior to Closing will be levied, by the District on those lands within the District specially benefited by the Phase 2 Project pursuant to the Assessment Resolutions (as such term is defined in the Indenture).

3. Limited Offering; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the Series 2024 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2024 Bonds, that the entire principal amount of the Series 2024 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Series 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of Series 2024 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series 2024 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2024 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of Series 2024 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party, and

(2) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(3) "sale date" means the date of execution of this Purchase Contract is executed by all parties.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated [____], 2024 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Series 2024 Bonds, being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the Series 2024 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") in connection with the limited offering of the Series 2024 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Series 2024 Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with all requirements of the Rule and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated [____], 2024 (such Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Series 2024 Bonds being herein collectively called the "Limited Offering Memorandum" and together with the Preliminary

Limited Offering Memorandum the "Limited Offering Memoranda"). The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.

5. **Definitions.** For purposes hereof, (a) this Purchase Contract, the Indenture, the Series 2024 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Creekview GP, LLC (the "Landowner"), and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Limited Offering Memorandum as APPENDIX E thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) Completion Agreement by and between the District and the Landowner, dated as of the Closing Date (the "Completion Agreement"), Acquisition Agreement by and between the District and the Landowner, dated as of the Closing Date (the "Acquisition Agreement"), Collateral Assignment and Assumption of Development Rights Relating to the Phase 2 Project in recordable form by and between the District and the Landowner, dated as of the Closing Date (the "Collateral Assignment"), True-Up Agreement in recordable form by and between the District and the Landowner, dated as of the Closing Date (the "True-Up Agreement"), and Declaration of Consent in recordable form by the Landowner dated as of the Closing Date (the "Declaration"), are collectively referred to herein as the "Ancillary Agreements."

6. **Representations, Warranties and Agreements.** The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2024 Bonds for the purposes described in the Limited Offering Memorandum; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Limited Offering Memoranda, including but not limited to entering into the Collection Agreement to provide for the collection of the Series 2024 Assessments, if directed, using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the Series 2024 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Series 2024 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Series 2024 Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited

Offering Memorandum in connection with the issuance of the Series 2024 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute legal, valid and binding obligations of the District, enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto), the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Series 2024 Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Series 2024 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Series 2024 Bonds, the Ancillary Agreements or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Series 2024 Bonds, or under the Series 2024 Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2024 Bonds (as to which no representations or warranties are made);

(f) The descriptions of the Series 2024 Bonds, the Financing Documents, the Ancillary Agreements and the Phase 2 Project, to the extent referred to in the Limited Offering

Memoranda, conform in all material respects to the Series 2024 Bonds, the Financing Documents, the Ancillary Agreements and the Phase 2 Project, respectively;

(g) The Series 2024 Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture, and upon such issuance, execution and delivery of the Series 2024 Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Series 2024 Bonds, a legally valid and binding pledge of and first lien on the 2024 Pledged Revenues, in each case subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights general and the application of equitable principles where equitable remedies are sought. On the Closing Date, all conditions precedent to the issuance of the Series 2024 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the District's knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum, or the collection of the Series 2024 Assessments, or the pledge of and lien on the 2024 Pledged Revenues pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Series 2024 Bonds, or the authorization of the Phase 2 Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the Series 2024 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of interest on the Series 2024 Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Series 2024 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Series 2024 Bonds; provided, however, that in no event shall the District be required to submit to the jurisdiction of any other state or states and the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer, and provided further that the District shall not be required to pay any fees to register as dealer or broker in any jurisdiction;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not

contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner," "CONTINUING DISCLOSURE" (as it relates to the Landowner) and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda Memorandum under the captions "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner," "CONTINUING DISCLOSURE" (as it relates to the Landowner) and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) date that is ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12 or (ii) the time when the Limited Offering Memorandum is available to any person from the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Series 2024 Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) The District is not now in default and has not been in default at any time after December 31, 1975 in the payment of the principal of or the interest on any governmental security issued or guaranteed by it which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 69W-400.003 of the Florida Department of Financial Services;

(o) Except as disclosed in the Limited Offering Memoranda, the District has not in the last five years failed to comply in any material respect with continuing disclosure obligations

previously undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

(p) The District has not been notified of any listing or the proposed listing of the District by the Internal Revenue Service as issue whose arbitrage certifications may not be relied upon;

(q) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(r) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Series 2024 Bonds), notes or other obligations payable from the 2024 Pledged Revenues for the Series 2024 Bonds.

7. **Closing.** At 10:00 a.m. prevailing New York time on [____], 2024 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver or cause to be delivered to the Underwriter the Series 2024 Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Series 2024 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Series 2024 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Series 2024 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

8. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Series 2024 Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter (such agreement to be evidenced by receipt of, and payment for, the Series 2024 Bonds by the Underwriter, following express written notice of such supplement, amendment, modification or repeal delivered to the Underwriter prior to such receipt and payment);

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

(2) A copy of each of the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) An executed copy of each of the Financing Documents and the Ancillary Agreements in form acceptable to the Underwriter and its counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Akerman LLP, Bond Counsel, in substantially the form included in the Preliminary Limited Offering Memorandum as APPENDIX B, together with letters of such counsel, dated as of the Closing Date and addressed to the Underwriter and Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of Akerman LLP, Bond Counsel, in the form annexed as Exhibit C hereto;

(6) The opinion, dated as of the Closing Date and addressed to the District, the Underwriter and the Trustee of Kilinski | Van Wyk PLLC, counsel to the District, in substantially the form annexed as Exhibit D hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

(7) The opinions, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of Patricia Nolan, Esq., general counsel to the Landowner, and Foley & Lardner LLP, special counsel to the Landowner, each in form and substance acceptable to the Underwriter and its counsel;

(8) An opinion, dated as of the Closing Date and addressed to the Underwriter and the District, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

(9) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee;

(10) Certificate of Landowner dated as of the Closing Date, in substantially the form annexed as Exhibit E hereto, or otherwise in form and substance satisfactory to Bond Counsel, the Underwriter, Underwriter's counsel and counsel to the District.

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate

in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2024 Assessments and, if directed, as described in the Indenture; and (v) the Limited Offering Memorandum (other than the information under the captions "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner," "CONTINUING DISCLOSURE" (as it relates to the Landowner) and "UNDERWRITING," as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(14) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Series 2024 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Policies and Procedures;

(16) Executed copy of an Internal Revenue Service Form 8038-G relating to each issue of Series 2024 Bonds for federal tax purposes;

(17) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as Exhibit F hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;

(18) A certificate of the District Manager and Methodology Consultant in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;

(19) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Series 2024 Bonds;

(20) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;

(21) A certified copy of the final judgment of the Circuit Court in and for Clay County, Florida (the "County"), validating the issuance of Bonds and the certificate of no-appeal;

(22) Certified copies of the "Creekview Community Development District Capital Improvement Plan" dated August 26, 2021 (the "Master Engineer's Report"), as supplemented by the report titled "Creekview Community Development Agreement Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project)" dated August 21, 2024 (the "Supplemental Engineer's Report" and, collectively, the "Engineer's Report");

(23) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for Permitted Omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the Series 2024 Bonds;

(24) A copy of the Master Special Assessment Allocation Report dated August 27, 2021, as supplemented by the Supplemental Special Assessment Allocation Report dated the date hereof;

(25) Acknowledgments in recordable form by all mortgage holder(s), if any, on District Lands subject to the Series 2024 Assessments as to the superior lien of the Series 2024 Assessments, in form and substance acceptable to Underwriter and Underwriter's Counsel.

(26) Declaration of Consent to Jurisdiction of Creekview Community Development District and to Imposition of Special Assessments executed and delivered by the Landowner, and any other entity owning any land subject to the Series 2024 Assessments as of the Closing Date with respect to all real property owned by such entity(ies) within the District which is subject to the Series 2024 Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

(27) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the Series 2024 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreement and Rule 15c2-12, (iii) that it has policies and procedures in place to ensure its compliance with its obligations under the Continuing Disclosure Agreement, and (iv) covenanting to comply with the District's continuing disclosure undertakings entered into pursuant to Rule 15c2-12 at all times in the future;

(28) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Landowner on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2024 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of conditions set forth hereunder may be waived by the Underwriter, in the Underwriter's sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2024 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Series 2024 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Series 2024 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2024 Bonds, or the market price generally of obligations of the general character of the Series 2024 Bonds; (ii) the District or the Landowner have, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Landowner, other than in the ordinary course of their respective businesses; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Series 2024 Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Series 2024 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Series 2024 Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Series 2024 Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to consummation of such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the limited offering of the Series 2024 Bonds or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided any services or is currently providing other services to the District on other matters) or any other obligation to the District, and the Underwriter has no obligation to the District with respect to the limited offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2024 Bonds, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2024 Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to Wrathell, Hund and Associates, LLC, 2300 Glades Road, Suite #410W, Boca Raton, Florida 33431, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of each) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Series 2024 Bonds, regardless of: (i) any investigations made by or on

behalf of the Underwriter and (ii) delivery of and payment for the Series 2024 Bonds pursuant to this Purchase Contract.

14. Effectiveness. This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

15. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

16. Amendment. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

17. Governing Law. This Purchase Contract shall be governed and construed in accordance with the laws of the State.

18. Counterparts; Facsimile. This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

Very truly yours,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President – Trading

Accepted and agreed to this
__ day of ____, 2024.

**CREEKVIEW COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
_____,
Chair, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[____], 2024

Board of Supervisors
Creekview Community Development District
Clay County, Florida

Re: Creekview Community Development District \$[_____] Special Assessment Revenue
Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds")

Dear Board of Supervisors:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Series 2024 Bonds, FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated [____], 2024 (the "Bond Purchase Contract"), between the Underwriter and Creekview Community Development District (the "District"), furnishes the following disclosures to the District (all capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Bond Purchase Contract):

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Series 2024 Bonds is approximately \$[____] per \$1,000.00 or \$[____].00.
2. There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2024 Bonds.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2024 Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Series 2024 Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
6. The name and address of the Underwriter is:

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180
7. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Series 2024 Bonds.

The District is proposing to issue \$[_____] aggregate principal amount of the Series 2024 Bonds for the purposes of providing funds to (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Phase 2 Project; (ii) pay certain costs associated with the issuance of the

Series 2024 Bonds; (iii) to pay a portion of the interest accruing on the Series 2024 Bonds and (iv) fund the 2024 Reserve Account as provided in the Second Supplemental Indenture.

The debt evidenced by the Series 2024 Bonds is expected to be repaid over a period of approximately [_____] (__) years, [_____] (__) months, and [_____] (__) days. There shall be no more than thirty (30) principal installments. At a net interest cost of approximately [_____]%, total interest paid over the life of the Series 2024 Bonds will be \$[_____].

The sources of repayment for the Series 2024 Bonds are the Series 2024 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the Series 2024 Bonds will result in \$[_____] (representing the average annual debt service payments due on the Series 2024 Bonds) of the Series 2024 Assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Series 2024 Bonds were not issued, the District would not be entitled to impose and collect the Series 2024 Assessments in the amount of the principal of and interest to be paid on the Series 2024 Bonds.

[Remainder of page intentionally left blank.]

[Signature page to Disclosure and Truth in Bonding Statement]

Sincerely,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

SCHEDULE I

Expenses for the Series 2024 Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	\$

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price for the Series 2024 Bonds:** \$[_____] (representing the \$[_____] aggregate principal amount of the Series 2024 Bonds, [plus/less original issue premium/discount of \$[_____] and] less an underwriter's discount of [_____]).
2. **Principal Amounts, Maturities, Interest Rates, Yields and Prices:**

Series 2024 Bonds				
<u>Amount</u>	<u>Maturity Date</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>

The Underwriter has offered the Series 2024 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Series 2024 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities].

3. **Redemption Provisions:**

Optional Redemption

The Series 2024 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after [_____] 1, 20[___] at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

Year	Amortization
<u>(May)</u>	<u>Installment</u>

*

*Maturity

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May)</u>	<u>Amortization</u> <u>Installment</u>
---	---

*

*Maturity

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May)</u>	<u>Amortization</u> <u>Installment</u>
---	---

*

*Maturity

Any Series 2024 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024 Bonds.

Upon redemption or purchase of the Series 2024 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2024 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2024 Bonds.

Extraordinary Mandatory Redemption

The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2024 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2024 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after Completion Date of the Phase 2 Project by application of moneys transferred from the 2024 Acquisition and Construction Account to the 2024 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2024 Prepayment Account from the prepayment of Series 2024 Assessments and from amounts deposited into the 2024 Prepayment Account from any other sources; or

(iii) When the amount on deposit in the 2024 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2024 Bonds then Outstanding as provided in the Supplemental Indenture.

If less than all of the Series 2024 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2024 Bonds or portions of such Series 2024 Bonds of that maturity to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[____], 2024

Creekview Community Development District
Clay County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: Creekview Community Development District \$[____] Special Assessment Revenue
Bonds, Series 2024 (Phase 2 Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Creekview Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$[____] original aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Series 2024 Bonds. The Series 2024 Bonds are secured pursuant to that certain Master Trust Indenture dated as of April 1, 2022 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2024 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Series 2024 Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [____], 2024 (the "Purchase Contract"), for the purchase of the Series 2024 Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

Based upon the forgoing, we are of the opinion that:

1. The sale of the Series 2024 Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.

2. The Indenture are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memoranda under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2024 BONDS," "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS," and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" insofar as such statements constitute descriptions of the Series 2024 Bonds or the Indenture, are accurate as to the matters

set forth or documents described therein, and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE," insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State") and the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), is accurate as to the matters set forth therein.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Series 2024 Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the Series 2024 Bonds.

Very truly yours,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

[____], 2024

Creekview Community Development District
Clay County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida
(Solely for reliance on Sections C.1, C.2 and C.3)

Re: Creekview Community Development District \$[____] Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project)

Ladies and Gentlemen:

We serve as counsel to the Creekview Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida (the "**State**"), in connection with the sale by the District of its \$[____] Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "**Series 2024 Bonds**"). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below) and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance 2021-20, enacted by Clay County, Florida, which was effective as of June 29, 2021, as amended (collectively, "**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of April 1, 2022 ("**Master Indenture**"), as amended and supplemented with respect to the Series 2024 Bonds by a Second Supplemental Trust Indenture dated as of September 1, 2024 (the "**Second Supplemental Indenture**" and, together with the Master Indenture, the "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");
3. Resolutions Nos. 2021-31 and 2024-[____] adopted by the District on August 27, 2021 and [____], 2024, respectively (collectively, "**Bond Resolution**");
4. The "*Creekview Community Development District Capital Improvement Plan*" dated August 26, 2021 (the "**Master Engineer's Report**"), as supplemented by the report titled "*Creekview Community Development District Second Supplemental Engineer's Report to the Capital Improvement Plan*" dated August 21, 2024 (the "**Supplemental Engineer's Report**" and, collectively, the "**Engineer's Report**") which describes among other things, the "**Phase 2 Project**";

5. *Master Special Assessment Allocation Report* dated August 27, 2021, as supplemented by the *Supplemental Special Assessment Allocation Report* dated [____], 2024 (collectively, "**Assessment Methodology**");
6. Resolution Nos. 2021-30, 2022-04 and 2024-[__] (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Series 2024 Bonds;
7. The *Final Judgment* issued on October 4, 2021 and by the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida in Case No. 2021-CA-000709, and Certificate of No Appeal issued on November 8, 2021;
8. The Preliminary Limited Offering Memorandum dated [____], 2024 ("**PLOM**") and Limited Offering Memorandum dated [____], 2024 ("**LOM**");
9. Certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Series 2024 Bonds;
10. Certain certifications of England-Thims & Miller, Inc., as District Engineer;
11. Certain certifications of Wrathell, Hunt and Associates, LLC, as District Manager and Assessment Consultant;
12. A general and closing certificate of the District;
13. An opinion of Akerman, LLP ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Series 2024 Bonds;
14. Opinions of Patricia Nolan, Esquire, general counsel to Creekview GP, LLC ("**Landowner**") and Foley & Lardner LLP, special counsel to the Landowner, issued to the District and the Underwriter in connection with the sale and issuance of the Series 2024 Bonds;
15. The following agreements ("**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated [____], 2024, by and among the District, the Landowner, and a dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated [____], 2024 ("**BPC**");
 - (c) the Acquisition Agreement between the District and the Landowner and dated [____], 2024;
 - (d) the Completion Agreement between the District and the Landowner and dated [____], 2024;
 - (e) the True-Up Agreement between the District and the Landowner and dated [____], 2024;
 - (f) the Collateral Assignment and Assumption Agreement between the District and the Landowner and dated [____], 2024;
16. Declaration of Consent to Jurisdiction executed by the Landowner; and
17. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Landowner, counsel to the Landowner, and others relative to the Limited Offering Memorandum and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in

Sections C.1, C.2 and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (the "**Act**"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Series 2024 Bonds and the Bond Agreements; (b) to issue the Series 2024 Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the 2024 Pledged Revenues to secure the Series 2024 Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Series 2024 Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (e) Bond Agreements (assuming due authorization, execution and delivery of documents (c) – (e) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Series 2024 Bonds have been fulfilled.

4. **Validation** – The Series 2024 Bonds have been validated by a final judgment of the Circuit Court in and for Clay County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – As of the date hereof, any consents of any regulatory bodies required in connection with the issuance of Bonds or in connection with the acquisition of improvements included in the Project have been obtained or can be reasonably expected to be obtained, which status are as more specifically set forth in the PLOM and LOM, and to the extent that the acquisition of real property or interest therein is included in the Project, (i) the District reasonably expects it can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the District has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy,

completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPC, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Prepayment of Series 2024 Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaptions "District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT – Landowner Agreements" (solely as to the description of the agreements), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Series 2024 Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** – Based on inquiry of the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2024 Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the 2024 Pledged Revenues pledged for the payment of the debt service on the Series 2024 Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Series 2024 Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Series 2024 Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Series 2024 Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Phase 2 Project*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Phase 2 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by

public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Series 2024 Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto, or any other state or other jurisdiction).

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether Creekview GP, LLC is able to convey good and marketable title to any particular real property or interest therein and related to the Phase 2 Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KILINSKI | VAN WYK PLLC

For the Firm

EXHIBIT E

CERTIFICATE OF LANDOWNER

Creekview GP, LLC, a Delaware limited liability company (the "Landowner"), DOES HEREBY CERTIFY, that:

1. This Certificate of the Landowner is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract") between Creekview Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[____] Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Landowner is a limited liability company organized and existing under the laws of the State of Delaware and qualified to transact business in the State of Florida.

3. Representatives of the Landowner have provided information to the District to be used in connection with the offering by the District of its Series 2024 Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [____], 2024 and the Limited Offering Memorandum, dated [____], 2024, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

4. The Continuing Disclosure Agreement to be dated as of [____], 2024 (the "Closing Date"), by and among the District, the Landowner and a dissemination agent, the Completion Agreement by and between the District and the Landowner, dated as of the Closing Date, Acquisition Agreement by and between the District and the Landowner, dated as of the Closing Date, Collateral Assignment and Assumption of Development Rights Relating to the Phase 2 Project in recordable form by and between the District and the Landowner, dated as of the Closing Date, True-Up Agreement in recordable form by and between the District and the Landowner, dated as of the Closing Date, and the Declaration of Consent dated as of the Closing, executed by the Landowner, constitute valid and binding obligations of the Landowner, enforceable against the Landowner in accordance with their respective terms.

5. The Landowner has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE PHASE 2 PROJECT," "THE DEVELOPMENT," "THE LANDOWNER," "BONDOWNERS' RISKS" (as it relates to the Landowner and the Development), "LITIGATION – The Landowner" and "CONTINUING DISCLOSURE" (as it relates to the Landowner) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. The Landowner represents and warrants that it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Landowner which has not been disclosed in the Limited Offering Memoranda.

8. The Landowner hereby represents that it owns all of the land in the District that will be subject to the Series 2024 Assessments, and hereby consents to the levy of the Series 2024 Assessments on the lands in the District owned by the Landowner. The levy of the Series 2024 Assessments on the lands in the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Landowner is a party or to which its property or assets are subject.

9. The Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Landowner acknowledges that the Series 2024 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2024 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2024 Bonds when due.

11. To the best of our knowledge, the Landowner is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Landowner is subject or by which the Landowner or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents or on the Development and is current in the payment of all ad valorem, federal and state taxes associated with the Development.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Landowner (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents and/or Ancillary Documents to which the Landowner is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Landowner, or of the Landowner's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Landowner, or (d) that would have a material and adverse effect upon (i) the ability of the Phase 2 Project to be completed or the District Lands within Phase 2 to be developed and completed as described in the Limited Offering Memoranda, (ii) the ability of the Landowner to pay the Series 2024 Assessments levied against the District Lands owned by the Landowner, or (iii) the ability of the Landowner to perform its various obligations as described in the Limited Offering Memoranda.

13. To the best of our knowledge after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the District Lands as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the District Lands subject to the Series 2024 Assessments are zoned and properly designated for their intended use; (b) all government permits necessary for the completion of the Phase 2 Project or the development of the District Lands within Phase 2, other than certain permits which are expected to be received as needed, have been received; (c) the Landowner is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the ability of the Landowner to complete the Phase 2 Project or develop the District Lands within Phase 2 as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the Phase 2 Project

or the development of District Lands within Phase 2 as described in the Offering Memoranda will not be obtained as required.

14. The Landowner acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2024 Assessments imposed on lands in the District owned by the Landowner within thirty (30) days following completion of the Phase 2 Project and acceptance thereof by the District.

15. Except as disclosed in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE", the Landowner has not in the last five years materially failed to comply with its continuing disclosure obligations entered in connection with SEC Rule 15c2-12.

16. The Landowner is not in default of any obligations to pay special assessments, and the Landowner is not insolvent.

Dated: [____], 2024.

CREEKVIEW GP, LLC, a Delaware limited liability company

By: _____
_____, [Vice President]

EXHIBIT F

CERTIFICATE OF ENGINEER

ENGLAND-THIMS & MILLER, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract"), by and between Creekview Community Development District (the "District") and FMSbonds, Inc. with respect to the District's \$[____] Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [____], 2024 and the Limited Offering Memorandum, dated [____], 2024, including the appendices attached thereto, relating to the Series 2024 Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District as consulting engineers.

3. The plans and specifications for the Phase 2 Project (as described in the Limited Offering Memoranda) improvements were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Phase 2 Project have been obtained and all environmental and other regulatory permits or approvals required in connection with the remainder of the development of Phase 2 have either been obtained or are reasonably expected to be obtained in the ordinary course.

4. The Engineers prepared the reports entitled "Creekview Community Development District Capital Improvement Plan" dated August 26, 2021 (the "Master Engineer's Report"), as supplemented by the report titled "Creekview Community Development District Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project)" dated August 21, 2024 (the "Supplemental Engineer's Report" and, collectively, the "Engineer's Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Phase 2 Project and the development of Phase 2 are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "CAPITAL IMPROVEMENT PLAN AND THE PHASE 2 PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The price expected to be paid by the District, based on current construction cost estimates, to the Landowner for any future acquisition of the improvements included within the Phase 2 Project does not exceed the lesser of the cost of the Phase 2 Project or the fair market value of the assets acquired by the District.

7. To the best of our knowledge, after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Landowner, and

the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Phase 2 Project and the development of Phase 2 as described in the Limited Offering Memoranda have been received, or are reasonably expected to be obtained; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete the Phase 2 Project or the development of the District Lands within Phase 2 as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Phase 2 Project or the development of the District Lands within Phase 2 as described in the Limited Offering Memoranda will not be obtained in due course as required by the Landowner or any other person or entity, as described in the Limited Offering Memoranda and all appendices thereto.

8. There is adequate water and sewer service capacity to serve the Development, including Phase 2.

Date: [____], 2024.

ENGLAND-THIMS & MILLER, INC.

By: _____

Print Name: _____

Title: _____

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

WRATHELL, HUNT & ASSOCIATES, LLC ("Wrathell"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract"), by and between Creekview Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[____] Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Series 2024 Bonds, as applicable.

2. Wrathell has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Series 2024 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [____], 2024 and the Limited Offering Memorandum, dated [____], 2024, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the Series 2024 Bonds, we have been retained by the District to prepare the Master Special Assessment Methodology Report, dated August 27, 2021, as supplemented by the Second Supplemental Special Assessment Methodology Report, dated [____], 2024 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the statements in the Limited Offering Memoranda, as they relate to the District, the Phase 2 Project, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "LITIGATION – The District," "CONTINGENT FEES," "EXPERTS," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," and in "APPENDIX D: ASSESSMENT METHODOLOGY" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2024 Bonds, or in any way contesting or affecting the validity of the Series 2024

Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2024 Bonds, or the existence or powers of the District.

8. The benefit from the Phase 2 Project equals or exceeds the related the Series 2024 Assessments, and such Series 2024 Assessments are fairly and reasonably allocated across all of the respective lands subject to the Assessments. Moreover, the Series 2024 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2024 Assessments, are sufficient to enable the District to pay the debt service on the Series 2024 Bonds through the final maturity thereof.

9. Wrathell hereby acknowledges its agreement to serve as the Dissemination Agent for the District for the Series 2024 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement dated [____], 2024 (the "Disclosure Agreement") by and among the District, Creekview GP, LLC, and Wrathell, as Dissemination Agent, and acknowledged by Wrathell, as District Manager, and U.S. Bank Trust Company, National Association, as trustee. Wrathell hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement, and that it will comply with its obligations under the Disclosure Agreement

Dated: [____], 2024.

WRATHELL, HUNT & ASSOCIATES, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____

Exhibit C-Preliminary Limited Offering Memorandum

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED AUGUST [], 2024

NEW ISSUES - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of Bond Counsel, assuming compliance with existing statutes, regulations, published rulings and court decisions, and assuming continuing compliance by the District with the tax covenants set forth in the Indenture, and the accuracy of certain representations included in the closing transcript for the Series 2024 Bonds, interest on the Series 2024 Bonds is, under Section 103 of the Code, excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the adjusted financial statement income of applicable corporations for the purpose of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2024 Bonds. Bond Counsel is further of the opinion that, pursuant to the Act, the Series 2024 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
(CLAY COUNTY, FLORIDA)**

\$25,850,000*
**Special Assessment Revenue Bonds,
Series 2024 (Phase 2 Project)**

Dated: Date of Delivery

Due: As set forth herein

The Creekview Community Development District Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds") are being issued by the Creekview Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2021-20 adopted by the Board of County Commissioners of Clay County, Florida (the "Board") on July 27, 2021 and effective July 28, 2021, and is located within unincorporated Clay County, Florida (the "County"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Series 2024 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing May 1, 2025. The Series 2024 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2024 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2024 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), directly to Cede & Co. as the registered owner thereof. Disbursements of such payments to the Direct Participants (as hereinafter defined) is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of the Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2024 Bonds must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2024 Bonds. See "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System" herein.

The Series 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2021-31 and 2024-[10], adopted by the Board of Supervisors of the District (the "Board") on August 27, 2021, and [August 27], 2024, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of April 1, 2022 (the "Master Indenture"), as amended and supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2024 (the "Second Supplemental Indenture," and together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" herein.

Proceeds of the Series 2024 Bonds will be used for the purposes of providing funds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Phase 2 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) to pay a portion of the interest accruing on the Series 2024 Bonds and (iv) fund the 2024 Reserve Account (as defined herein) as provided in the Second Supplemental Indenture. See "CAPITAL IMPROVEMENT PLAN AND THE PHASE 2 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2024 Bonds will be secured by a pledge of the 2024 Pledged Revenues. "2024 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2024 Assessments (as defined herein) levied and collected on all or a portion of the District Lands with respect to the Phase 2 Project or portion thereof financed by the Series 2024 Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024 Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Second Supplemental Indenture for the Series 2024 Bonds; provided, however, that 2024 Pledged Revenues shall not include any moneys transferred to the Rebate Fund (or

investment earnings thereon) or amounts in the 2024 Costs of Issuance Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

The Series 2024 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions" herein.

NEITHER THE SERIES 2024 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 FLORIDA. THE SERIES 2024 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 IN THE INDENTURE. 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 THE INDENTURE OR THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2024 PLEDGED REVENUES PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED IN THE SERIES 2024 BONDS AND THE INDENTURE.

The Series 2024 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2024 Bonds. The Series 2024 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2024 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2024 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

\$ _____	–	_____ % Series 2024 Term Bond due _____ 1, 20____	, Yield _____ %	, Price _____	CUSIP # _____	**
\$ _____	–	_____ % Series 2024 Term Bond due _____ 1, 20____	, Yield _____ %	, Price _____	CUSIP # _____	**
\$ _____	–	_____ % Series 2024 Term Bond due _____ 1, 20____	, Yield _____ %	, Price _____	CUSIP # _____	**

The initial sale of the Series 2024 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Akerman LLP, Jacksonville, Florida, Bond Counsel, as to the validity of the Series 2024 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kilinski | Van Wyk PLLC, Tallahassee, Florida, for the Landowner (as hereinafter defined) by its general counsel, Patricia Nolan, Esq. and by its special counsel, Foley & Lardner LLP, Jacksonville, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2024 Bonds will be delivered in book-entry form through the facilities of DTC on or about [_____], 2024.

FMSbonds, Inc.

Dated: [_____], 2024

* Preliminary, subject to change.

**The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Gregg Kern, Chair*
Mike Taylor, Vice Chair*
Rose Bock, Assistant Secretary
Joe Cornelison, Assistant Secretary*
Brad Odom, Assistant Secretary*

* Employee of an affiliate of the Landowner

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kilinski | Van Wyk PLLC
Tallahassee, Florida

BOND COUNSEL

Akerman LLP
Jacksonville, Florida

DISTRICT ENGINEER

England-Thims & Miller, Inc.
Jacksonville, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2024 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2024 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE LANDOWNER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE LANDOWNER OR IN THE STATUS OF THE DEVELOPMENT OR THE PHASE 2 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2024 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2024 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS.

THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE LANDOWNER'S CONTROL. BECAUSE THE DISTRICT AND THE LANDOWNER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE LANDOWNER DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
(CLAY COUNTY, FLORIDA)**

\$25,850,000*
Special Assessment Revenue Bonds,
Series 2024 (Phase 2 Project)

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Creekview Community Development District (the "District" or "Issuer") of its \$25,850,000* Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Series 2024 Bonds").

THE SERIES 2024 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2024 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2024 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2024 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 2021-20 adopted by the Board of County Commissioners of Clay County, Florida (the "County") on June 22, 2021 and effective June 29, 2021. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The District contains approximately 745 acres of land (the "District Lands") located in the Lake Asbury area of unincorporated Clay County. See "THE DISTRICT" herein for more information regarding the organization and governance of the District.

The District Lands are being developed as a master-planned residential community (the "Development"). At buildout, the Development is planned for approximately 1,528 units and associated amenities. See "THE DEVELOPMENT" herein for a summary of the current development status of the Development.

The Development is being constructed in phases with further sub-phasing splits within each phase. The first phase of land development consisted of Areas 1, 2, and 5, which collectively contain 548 platted

* Preliminary, subject to change.

single-family lots ("Phase 1"). The District previously issued its Series 2022 Bonds to finance a portion of its Capital Improvement Plan (as defined herein) associated with the development of Phase 1. Development of Phase 1 is complete, and all 548 lots planned for Phase 1 have been developed and platted. See "THE DISTRICT – Outstanding Bond Indebtedness" and "THE DEVELOPMENT – Update on Phase 1" herein for more information.

The second phase of land development consists of Areas 4A and 4B, which encompass approximately 156 acres of land and are planned to contain 382 single-family lots ("Phase 2"). The "Phase 2 Project" consists of those portions of the District's Capital Improvement Plan associated with the development of Phase 2, as well as construction of an approximately 1.10-mile portion of the proposed two-lane roadway that will serve as the main spine road for the Development. See "THE CAPITAL IMPROVEMENT PLAN AND THE PHASE 2 PROJECT" herein for more information.

The Series 2024 Bonds are being issued to finance a portion of the Phase 2 Project. The Series 2024 Bonds will be secured by the Series 2024 Assessments (as defined herein), which will initially be levied on the approximately 156 gross acres of land within Phase 2. As lots are platted, the Series 2024 Assessments will be assigned to the 382 lots planned for Phase 2 on a first-platted, first-assigned basis as set forth in the Assessment Methodology. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

Creekview GP, LLC, a Delaware limited liability company (the "Landowner"), is the sole landowner of the lands within Phase 2. See "THE LANDOWNER" herein for more information. The Landowner is currently in contract negotiations with multiple homebuilders for the sale of all 382 lots planned for Phase 2.

The Series 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2021-31 and 2024-[10], adopted by the Board of Supervisors of the District (the "Board") on August 27, 2021, and [August 27], 2024, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of April 1, 2022 (the "Master Indenture"), as amended and supplemented with respect to the Series 2024 Bonds by a Second Supplemental Trust Indenture dated as of September, 1, 2024 (the "Second Supplemental Indenture," and together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

Proceeds of the Series 2024 Bonds will be used for the purposes of providing funds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Phase 2 Project; (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) to pay a portion of the interest accruing on the Series 2024 Bonds and (iv) fund the 2024 Reserve Account (as defined herein) as provided in the Second Supplemental Indenture. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2024 Bonds will be secured by a pledge of the 2024 Pledged Revenues. "2024 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2024 Assessments levied and collected on all or a portion of the District Lands with respect to the Phase 2 Project or portion thereof financed by the Series 2024 Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024 Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Second Supplemental Indenture for the Series 2024 Bonds; provided, however, that 2024 Pledged Revenues shall not include any moneys transferred to the Rebate Fund (or

investment earnings thereon) or amounts in the 2024 Costs of Issuance Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Landowner, the Development, the Phase 2 Project, and summaries of the terms of the Series 2024 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture, the Act or any other Florida Statute are qualified in their entirety by reference to such documents and statute, and all references to the Series 2024 Bonds are qualified by reference to the respective definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and proposed form of the Second Supplemental Indenture appear in APPENDIX A attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

DESCRIPTION OF THE SERIES 2024 BONDS

General Description

The Series 2024 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof. The Series 2024 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the cover page hereof.

The Series 2024 Bonds shall be dated the date of delivery. Interest on the Series 2024 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year, commencing May 1, 2025. The Series 2024 Bonds shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2024 Bonds has been paid, in which event such Series 2024 Bonds shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event, such Series 2024 Bonds shall bear interest from its date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2024 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2024 Bond for each maturity of Series 2024 Bonds. Upon initial issuance, the ownership of the Series 2024 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in the Second Supplemental Indenture, all of the Outstanding Series 2024 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC. With respect to Series 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2024 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024

Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in the Indenture, and all such payment shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions of the Indenture. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in the Second Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent. See "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System" below for more information regarding DTC and its procedures.

The Series 2024 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2024 Bonds. See "SUITABILITY FOR INVESTMENT" below.

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Registrar and Paying Agent for the Series 2024 Bonds.

Redemption Provisions

Optional Redemption

The Series 2024 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after [____] 1, 20[___] at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May)</u>	<u>Amortization</u> <u>Installment</u>
---	---

*

*Maturity

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May)</u>	<u>Amortization</u> <u>Installment</u>
---	---

*

*Maturity

The Series 2024 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May)</u>	<u>Amortization</u> <u>Installment</u>
---	---

*

*Maturity

Any Series 2024 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024 Bonds.

Upon redemption or purchase of the Series 2024 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2024 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2024 Bonds.

Extraordinary Mandatory Redemption

The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2024 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2024 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after Completion Date of the Phase 2 Project by application of moneys transferred from the 2024 Acquisition and Construction Account to the 2024 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2024 Prepayment Account from the prepayment of Series 2024 Assessments and from amounts deposited into the 2024 Prepayment Account from any other sources; or

(iii) When the amount on deposit in the 2024 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2024 Bonds then Outstanding as provided in the Supplemental Indenture.

If less than all of the Series 2024 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2024 Bonds or portions of such Series 2024 Bonds of that maturity to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of Redemption and of Purchase

Notice of each redemption of Series 2024 Bonds is required to be given by Electronic Means or mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each registered Owner of Series 2024 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

Purchase of Series 2024 Bonds

At the written direction of the District, the Trustee shall apply moneys from time to time available in the 2024 Sinking Fund Account to the purchase of Series 2024 Bonds at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the 2024 Sinking Fund Account representing the principal amount of the Series 2024 Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the 2024 Interest Account of the Debt Service Fund.

Book-Entry Only System

The information in this caption concerning DTC and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the

name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2024 Bonds certificate will be issued for each maturity of the Series 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2024 Bonds may wish to take certain

steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2024 Bonds documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2024 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2024 Bonds certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2024 Bonds certificates will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS

General

NEITHER THE SERIES 2024 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 FLORIDA. THE SERIES 2024 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 IN THE INDENTURE. 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 THE INDENTURE OR THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2024 PLEDGED REVENUES PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED IN THE SERIES 2024 BONDS AND THE INDENTURE.

The Series 2024 Bonds will be secured by a pledge of the 2024 Pledged Revenues. "2024 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2024 Assessments levied and collected on all or a portion of the District Lands with respect to the Phase 2 Project or portion thereof financed by the Series 2024 Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024 Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Second Supplemental Indenture for the Series 2024 Bonds; provided, however, that 2024 Pledged Revenues shall not include any moneys transferred to the Rebate Fund (or investment earnings thereon) or amounts in the 2024 Costs of Issuance Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

"Series 2024 Assessments" shall mean the Special Assessments levied against properties within the District specially benefited by the Phase 2 Project corresponding to debt service on the Series 2024 Bonds and designated as such in the Assessment Proceedings. The Series 2024 Assessments shall not include Operation and Maintenance Assessments or other "special assessments" levied and collected by the District under section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act.

"Special Assessments" shall mean (a) the "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project (as defined in the Master Indenture) or any portion thereof, and (b) the "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act. Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Series 2024 Assessments will constitute liens against the land as to which the Series 2024 Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2024 Assessments are levied, in an amount corresponding to the debt service on the Series 2024 Bonds, on the basis of benefit received as a result of the District's Capital Improvement Plan, including the Phase 2 Project. The Assessment Methodology (as hereinafter defined), which describes the

methodology for allocating the Series 2024 Assessments to the assessable lands within the District, is included as APPENDIX D attached hereto.

Covenant to Levy the Series 2024 Assessments

The District has covenanted to levy the Series 2024 Assessments at the times and in the amount sufficient to pay principal of and interest on the Series 2024 Bonds. If any Series 2024 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2024 Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2024 Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new Series 2024 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Series 2024 Assessment from legally available moneys, which moneys shall be deposited into the related Series 2024 Revenue Account. In case such second Series 2024 Assessment shall be annulled, the District shall obtain and make other Series 2024 Assessments until a valid Series 2024 Assessment shall be made.

Prepayment of Series 2024 Assessments

Pursuant to the Assessment Proceedings, an owner of property subject to the Series 2024 Assessments may, at its option, prepay the entire amount of such Series 2024 Assessment any time, or a portion of the amount of such Series 2024 Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the Indenture)), attributable to the property subject to Series 2024 Assessments owned by such owner. Prepayment of the Series 2024 Assessments does not entitle the property owner to any discounts for early payment.

Pursuant to the Act, an owner of property subject to the levy of Series 2024 Assessments may pay the entire balance of the Series 2024 Assessments remaining due, without interest, within thirty (30) days after the Phase 2 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Phase 2 Project pursuant to Chapter 170.09, Florida Statutes. The Landowner, as the sole owner of the property within Phase 2, will covenant to waive this right in connection with the issuance of the Series 2024 Bonds. Such declaration will be recorded in the public records of the County. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

Any prepayment of Series 2024 Assessments is to be applied to the extraordinary mandatory redemption of Series 2024 Bonds, as indicated under "DESCRIPTION OF THE Series 2024 Bonds – Redemption Provisions – Extraordinary Mandatory Redemption." The prepayment of Series 2024 Assessments does not entitle the owner of the property to a discount for early payment.

Additional Obligations

In the Second Supplemental Indenture, the District will covenant that, other than Bonds issued to refund a portion of Outstanding Series 2024 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2024 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2024 Pledged Revenues.

In addition, the District will covenant not to issue any other Bonds or other debt obligations secured by Special Assessments for any capital project on assessable lands which are also encumbered by the Series 2024 Assessments unless (i) the Series 2024 Assessments have been Substantially Absorbed, or (ii) the

District has received the written approval of the Majority Owners to such debt issuance. "Substantially Absorbed" shall mean the date on which a principal amount of the Series 2024 Assessments equaling at least 90% of the then-Outstanding principal amount of the Series 2024 Bonds are levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the Series 2024 Assessments and, in the absence of receipt of such certificate, may assume that the Series 2024 Assessments have not been Substantially Absorbed.

The District may impose Special Assessments or other non-ad valorem assessments on property subject to the Series 2024 Assessments which, as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster and issue debt secured by such Special Assessments, and provided that the foregoing shall not preclude the imposition of Operation and Maintenance Assessments. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2024 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2024 Assessments without the consent of the Owners of the Series 2024 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2024 Assessments, on the same lands upon which the Series 2024 Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Assessments and Fees" and "BONDOWNERS' RISKS" herein for more information.

Covenant Against Sale or Encumbrance

In the Master Indenture, the District has covenanted that, except as otherwise permitted in the Indenture, it will not sell, lease or otherwise dispose of or encumber the Phase 2 Project or any part thereof. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto for more information.

Acquisition and Construction Account

The Second Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "2024 Acquisition and Construction Account." Amounts on deposit in the 2024 Acquisition and Construction Account shall be applied to pay the Costs of the Phase 2 Project upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the Second Supplemental Indenture, and the Trustee shall pay such requisition and shall have no duty to confirm that the amount so requisitioned is for a Cost of the Phase 2 Project or is properly payable thereunder.

Any balance remaining in the 2024 Acquisition and Construction Account after the Completion Date of the Phase 2 Project and after retaining the amount, if any, of all remaining unpaid Costs of the Phase 2 Project set forth in the Engineers' Certificate establishing such Completion Date, shall be deposited in the 2024 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2024 Bonds in the manner prescribed in the Series 2024 Bonds. At such time as there are no amounts on deposit in the 2024 Acquisition and Construction Account, such account shall be closed.

Notwithstanding the foregoing, the District shall not declare that the Completion Date has occurred until after 2024 Reserve Account Release Condition #1 and 2024 Reserve Account Release Condition #2

(each as defined herein) have both been satisfied and certain moneys as provided for in the Second Supplemental Indenture have been transferred from the 2024 Reserve Account to the 2024 Acquisition and Construction Account and such monies have been expended or the District Engineer has otherwise certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the Phase 2 Project. See "–Reserve Account" herein for more information regarding the Reserve Account Release Conditions.

In accordance with the provisions of the Indenture, the Series 2024 Bonds are payable solely from the 2024 Pledged Revenues. The District will acknowledge in the Indenture that (i) the 2024 Pledged Revenues include, without limitation, all amounts on deposit in the 2024 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the 2024 Pledged Revenues may not be used by the District (whether to pay costs of the Phase 2 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Phase 2 Project and payment is for such work and (iii) the 2024 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Phase 2 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners or by the Trustee with the direction and consent of the Majority Owners.

Reserve Account

The Second Supplemental Indenture establishes a separate account within the Reserve Fund designated as the "2024 Reserve Account" for the Series 2024 Bonds. The 2024 Reserve Account will, at the time of delivery of the Series 2024 Bonds, be funded from a portion of the net proceeds of the Series 2024 Bonds in the amount of the 2024 Reserve Account Requirement. The "2024 Reserve Account Requirement" shall mean, with respect to the Series 2024 Bonds, initially, an amount equal to the maximum annual debt service requirement with respect to the Series 2024 Bonds, as determined from time to time on the date of any such calculation. Upon satisfaction of 2024 Reserve Account Release Condition #1, the 2024 Reserve Account Requirement shall be reduced to 50% of the maximum annual debt service requirement of the then Outstanding Series 2024 Bonds. Upon satisfaction of 2024 Reserve Account Release Condition #2, the 2024 Reserve Account Requirement shall be further reduced to 10% of the maximum annual debt service requirement of the then Outstanding Series 2024 Bonds. Satisfaction of 2024 Reserve Account Release Condition #1 or 2024 Reserve Account Release Condition #2 shall be evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely. The 2024 Reserve Account Requirement shall be re-calculated upon the payment of principal of the Series 2024 Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments). The 2024 Reserve Account Requirement is initially \$[_____].

"2024 Reserve Account Release Condition #1" shall mean, collectively, the date upon which (i) all lots subject to the Series 2024 Assessments shall have been developed and platted, as certified in writing by the District Engineer; (ii) all of the platted lots subject to the Series 2024 Assessments have closed with homebuilders, as certified in writing by the District Engineer; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

"2024 Reserve Account Release Condition #2" shall mean, collectively, (i) satisfaction of 2024 Reserve Account Release Condition #1, (ii) all of the lots subject to the Series 2024 Assessments have constructed homes thereon which have each received a certificate of occupancy, and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

Except as otherwise provided in the Indenture, amounts on deposit in the 2024 Reserve Account shall be used only for the purpose of making payments into the 2024 Interest Account and the 2024 Sinking Fund Account to pay the Series 2024 Bonds, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

Notwithstanding any of the foregoing, amounts on deposit in the 2024 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Owners of the Series 2024 Bonds to the 2024 Prepayment Subaccount if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2024 Assessments and applied to redeem a portion of the Series 2024 Bonds is less than the principal amount of Series 2024 Bonds indebtedness attributable to such lands.

For the purpose of calculating the 2024 Reserve Account Requirement, maximum annual debt service shall be calculated as of the date of the original issuance and delivery of the Series 2024 Bonds and then recalculated in connection with each extraordinary mandatory redemption of the Series 2024 Bonds from Prepayment Principal as set forth in the Indenture (but not upon the optional or mandatory sinking fund redemption thereof). The Trustee shall release any excess due to any such extraordinary mandatory redemption from the 2024 Reserve Account and transfer such excess to the 2024 Prepayment Account in accordance with the provisions of the Indenture. In connection with the final maturity or redemption of all Series 2024 Bonds, amounts on deposit in the 2024 Reserve Account may be used to pay the principal of and interest on the Series 2024 Bonds at such time.

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2024 Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2024 Reserve Account, from the first legally available sources of the District. Any surplus in the 2024 Reserve Account (other than any surplus resulting from satisfaction of Reserve Account Release Condition #1 or Reserve Account Release Condition #2 or investment earnings which shall be applied as described below) shall be deposited to the 2024 Prepayment Account.

Upon satisfaction of Reserve Account Release Condition #1 or Reserve Account Release Condition #2, as applicable, the Trustee shall release and transfer any excess from the 2024 Reserve Account to the 2024 Acquisition and Construction Account in accordance with the provisions of the Indenture. The District Manager shall deliver a written certification to the District and the Trustee stating that Reserve Account Release Condition #1 or Reserve Account Release Condition #2 has been satisfied, as applicable, and setting forth the amount of the new 2024 Reserve Account Requirement (upon which certificate the Trustee may conclusively rely).

Provided no deficiency exists in the 2024 Reserve Account, all earnings on investments in the 2024 Reserve Account shall be deposited (i) prior to the Completion Date of the Phase 2 Project, to the 2024 Acquisition and Construction Account, and (ii) after the Completion Date of the Phase 2 Project, to the 2024 Revenue Account. If a deficiency exists in the 2024 Reserve Account, earnings shall be deposited in the 2024 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and Investment Securities.

Subject to the provisions of the Second Supplemental Indenture, on any date the District or the District Manager, on behalf of the District, receives notice that a landowner wishes to prepay its Series 2024 Assessments relating to the benefited property of such landowner within the District, or as a result of

a mandatory true-up payment (a "Prepayment"), the District shall cause the District Manager, on behalf of the District, to calculate the principal amount of such Prepayment, taking into account a credit against the amount of the Prepayment Principal due by the amount of money in the 2024 Reserve Account that will be in excess of the 2024 Reserve Account Requirement as a result of the proposed Prepayment. Such excess in the 2024 Reserve Account shall be transferred by the Trustee to the 2024 Prepayment Account as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the 2024 Reserve Account to the 2024 Prepayment Account to be used for the extraordinary mandatory redemption of the Series 2024 Bonds. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

Notwithstanding the foregoing, on the earliest date on which there is on deposit in the 2024 Reserve Account sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2024 Bonds, together with accrued interest on such Series 2024 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2024 Prepayment Account the amount on deposit in the 2024 Reserve Account to pay and redeem all of the Outstanding Series 2024 Bonds on the earliest such date.

Application of the Pledged Revenues

The Second Supplemental Indenture establishes a separate account within the Revenue Fund designated the "2024 Revenue Account" for the Series 2024 Bonds. The Series 2024 Assessments will be collected as provided in the Indenture. Following an Event of Default, the Majority Owners may direct the District as to the collection method for the Series 2024 Assessments, provided such method complies with Florida law. The District will covenant to assess, levy, and enforce the payment of the Series 2024 Assessments at times and in amounts as shall be necessary in order to pay, when due, Debt Service Requirements on the Series 2024 Bonds and to pay or cause to be paid the proceeds of such Series 2024 Assessments as received to the Trustee for deposit to the 2024 Revenue Account.

Upon deposit of the revenues from the Series 2024 Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Series 2024 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

- (i) Assessment Interest which shall be deposited into the 2024 Interest Account;
- (ii) Assessment Principal, which shall be deposited into the 2024 Sinking Fund Account;
- (iii) Prepayment Principal which shall be deposited into the 2024 Prepayment Account;
- (iv) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal from the 2024 Reserve Account to pay the principal of Series 2024 Bonds, to the extent that the amount on deposit in the 2024 Reserve Account is less than the 2024 Reserve Account Requirement, and, the balance, if any, shall be deposited into the 2024 Sinking Fund Account;
- (v) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal from the 2024 Reserve Account to pay the interest of Series 2024 Bonds to the extent that the amount on deposit in the 2024 Reserve Account is less than the 2024 Reserve Account Requirement, and, the balance, if any, shall be deposited into the 2024 Interest Account;
- (vi) The balance shall be deposited in the 2024 Revenue Account.

On each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2024 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only if all of the deposits required under the Second Supplemental Indenture have or can be made to the next succeeding Interest Payment Date, for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2024 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2024 Bonds. All interest due in regard to such prepayments shall be paid from the 2024 Interest Account or, if insufficient amounts are on deposit in the 2024 Interest Account to pay such interest, then from the 2024 Revenue Account.

Anything in the Second Supplemental Indenture to the contrary, on each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the 2024 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the 2024 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2024 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2024 Interest Account;

SECOND, beginning on May 1, 20__, and no later than the Business Day next preceding each May 1 thereafter while Series 2024 Bonds remain Outstanding, to the 2024 Sinking Fund Account, an amount equal to the Amortization Installment on the Series 2024 Bonds due on such May 1 or the principal maturing on such May 1, less any amount on deposit in the 2024 Sinking Fund Account;

THIRD, to the 2024 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2024 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the 2024 Revenue Account.

Anything in the Second Supplemental Indenture to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture and the Second Supplemental Indenture.

The District has delivered its Federal Tax Certificate as the Arbitrage Certificate for the Series 2024 Bonds (as amended and supplemented from time to time in accordance with its terms, the "2024 Arbitrage Certificate"). On any date required by the 2024 Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the 2024 Revenue Account to the 2024 Rebate Account established for the Series 2024 Bonds in the Rebate Fund the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such 2024 Arbitrage Certificate. To the extent insufficient moneys are on deposit in the 2024 Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

Anything in the Second Supplemental Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Investment Securities, and further, earnings on investments in the 2024 Acquisition and Construction

Account and the 2024 Costs of Issuance Account shall be retained as realized, in such Funds and Accounts and used for the purpose of such Accounts. Earnings on investments in the 2024 Revenue Account, 2024 Sinking Fund Account, the 2024 Interest Account and the 2024 Prepayment Account and the 2024 Optional Redemption Account in the Bond Redemption Fund shall be deposited, as realized, to the credit of the 2024 Revenue Account and used for the purpose of such Account. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner

The Indenture contains the following provisions which, pursuant to the Indenture, 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 subject to at least three percent (3%) of the Series 2024 Assessments pledged to the Series 2024 Bonds 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").

The District will acknowledge and agree that, although the Series 2024 Bonds were issued by the District, the Owners of the Series 2024 Bonds, 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, the District will agree in the Indenture that:

(i) the District shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2024 Bonds 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 Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2024 Assessments relating to the Outstanding Series 2024 Bonds, or any rights of the Trustee under the Second Supplemental Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Outstanding Series 2024 Bonds to the proposed action if the District does not receive a written response from the Majority Owners or the Trustee on behalf of the Majority Owners within sixty (60) days following receipt by the Trustee of the written request for consent);

(ii) the District 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 Series 2024 Assessments relating to the Outstanding Series 2024 Bonds, or any rights of the Trustee under the Second Supplemental Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Outstanding Series 2024 Bonds to the proposed action if the District does not receive a written response from the Majority Owners or the Trustee on behalf of the Majority Owners within sixty (60) days following receipt by the Trustee of the 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 Series 2024 Assessments relating to the Outstanding Series 2024 Bonds 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 Series 2024 Assessments relating the Outstanding Series 2024 Bonds 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 in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Series 2024 Assessments relating to the Outstanding Series 2024 Bonds or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2024 Assessments or the relating to the Outstanding Series 2024 Bonds, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in the Indenture 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 claim in such manner as it shall deem appropriate in its sole and absolute discretion. 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 Series 2024 Assessments relating to the Outstanding Series 2024 Bonds 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 (iv) above. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" for more information.

Events of Default and Remedies

Each of the following shall be an "Event of Default" under the Indenture with respect to the Series 2024 Bonds:

(a) if payment of any installment of interest on any Series 2024 Bonds is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2024 Bonds is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which may be determined solely by the Majority Owners of the Series 2024 Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for

the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2024 Bonds issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of such Series 2024 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the 2024 Reserve Account in the Debt Service Reserve Fund established for the Series 2024 Bonds is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2024 Bonds and such amount has not been restored within [ninety (90) days] of such withdrawal; or

(g) if on an Interest Payment Date the amount in the 2024 Interest Account, the 2024 Principal Account or the 2024 Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on the Series 2024 Bonds on such Interest Payment Date (without regard to any amount available for such purpose in the 2024 Reserve Account); or

(h) if, at any time after eighteen months following issuance of the Series 2024 Bonds, more than twenty percent (20%) of the "maintenance special assessments" levied by the District on the District Lands upon which the Special Assessments are levied to secure one or more Series 2024 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid within ninety (90) days of the date when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the District before recognizing that an Event of Default under (c) above has occurred. Furthermore, an Event of Default with respect to a particular Series 2024 Bonds shall not be an Event of Default as to any other Series 2024 Bonds, unless otherwise provided in the Second Supplemental Indenture.

No Series 2024 Bonds issued under the Master Indenture shall be subject to acceleration unless the Special Assessments securing such Series 2024 Bonds have been accelerated. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII thereof shall occur unless either all of the Series 2024 Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series 2024 Bonds agree to such redemption, provided that this Section does not preclude a distribution pursuant to the Master Indenture.

If any Event of Default with respect to the Series 2024 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Owners of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2024 Bonds of such Series, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the Series 2024 Bonds of such Series and to perform its or their duties under the Act;

- (b) bring suit upon the Series 2024 Bonds;
- (c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2024 Bonds;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2024 Bonds; and
- (e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series 2024 Bonds.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2024 Bonds is the collection of Series 2024 Assessments, imposed on certain lands in the District specially benefited by the Phase 2 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto.

The imposition, levy, and collection of Series 2024 Assessments must be done in compliance with the provisions of Florida law. Failure by the District, or, if applicable, the Clay County Tax Collector ("Tax Collector") or the Clay County Property Appraiser ("Property Appraiser"), to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2024 Assessments during any year. Such delays in the collection of Series 2024 Assessments, or complete inability to collect the Series 2024 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2024 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2024 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2024 Bonds.

For the Series 2024 Assessments to be valid, the Series 2024 Assessments must meet two requirements: (1) the benefit to the lands subject to the Series 2024 Assessments must exceed or equal the amount of such Series 2024 Assessments, and (2) the Series 2024 Assessments must be fairly and reasonably allocated across all such benefitted properties. It is anticipated that the Methodology Consultant will provide a certificate certifying that these requirements have been met with respect to the Series 2024 Assessments. In the event that the Series 2024 Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Series 2024 Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act, and the Assessment Proceedings, the District may collect Special Assessments through a variety of methods. See "BONDOWNERS' RISKS." Initially, and for undeveloped properties owned by the Landowner and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2024 Assessments and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto. As lands in Phase 2 are developed, the Series 2024 Assessments will be added to the County tax roll and collected pursuant to the Uniform Method (as defined herein). The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2024 Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2024 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2024 Assessments and the ability to foreclose the lien of such Series 2024 Assessments upon the failure to pay such Series 2024 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2024 Assessments. See "BONDHOLDER'S RISKS" herein.

Uniform Method Procedure

Pursuant to the Indenture, for developed lands (as described above), the District shall collect the Series 2024 Assessments using the Uniform Method, unless directed otherwise by the Majority Owners. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2024 Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2024 Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Series 2024 Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2024 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2024 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2024 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2024 Bonds.

Under the Uniform Method, if the Series 2024 Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2024 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2024 Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2024 Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2024 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2024 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2024 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent Taxes and Assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and a fee. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2024 Assessments), interest, costs and charges on the real property described in the certificate.

Unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees, any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued, and at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven (7) years after the date of issuance if a tax deed has not been applied for and no other administrative or legal proceeding, including a bankruptcy, has existed of record. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the

holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens, certain easements, and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates, accrued taxes, and liens of any nature against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2024 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2024 Assessments, which are the primary source of payment of the Series 2024 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDHOLDERS' RISKS" herein.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2024 Bonds offered hereby and are set forth below. Prospective investors in the Series 2024 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2024 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This heading does not purport to summarize all risks that may be associated with purchasing or owning the Series 2024 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2024 Bonds.

Concentration of Land Ownership

As of the date hereof, the Landowner owns all of the assessable lands within Phase 2, which are the lands that will be subject to the Series 2024 Assessments securing the Series 2024 Bonds. Payment of the Series 2024 Assessments is primarily dependent upon their timely payment by the Landowner and the other future landowners in Phase 2. Non-payment of the Series 2024 Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2024 Bonds. See "THE LANDOWNER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Landowner or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2024 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Landowner and any other landowner to pay the Series 2024 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2024 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2024 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2024 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2024 Bonds, including, without limitation, enforcement of the obligation to pay Series 2024 Assessments and the ability of the District to foreclose the lien of the Series 2024 Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2024 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of

assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an "Insolvent Taxpayer" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner" herein. The District cannot express any view whether such delegation would be enforceable.

Series 2024 Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2024 Bonds is the timely collection of the Series 2024 Assessments. The Series 2024 Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Landowner or subsequent landowners will be able to pay the Series 2024 Assessments or that they will pay such Series 2024 Assessments even though financially able to do so. Neither the Landowner nor any other subsequent landowners have any personal obligation to pay the Series 2024 Assessments. Neither the Landowner nor any subsequent landowners are guarantors of payment of any Series 2024 Assessments, and the recourse for the failure of the Landowner or any subsequent landowner to pay the Series 2024 Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2024 Assessments, as described herein. Therefore the likelihood of collection of the Series 2024 Assessments may ultimately depend on the market value of the land subject to the Series 2024 Assessments. While the ability of the Landowner or subsequent landowners to pay the Series 2024 Assessments is a relevant factor, the willingness of the Landowner or subsequent landowners to pay the Series 2024 Assessments, which may also be affected by the value of the land subject to the Series 2024 Assessments, is also an important factor in the collection of Series 2024 Assessments. The failure of the Landowner or subsequent landowners to pay the Series 2024 Assessments could render the District unable to collect delinquent Series 2024 Assessments and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2024 Bonds.

Regulatory and Environmental Risks

The development of the District Lands, including Phase 2, is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the District, the success of the Development, the development of Phase 2 and the likelihood of timely payment of principal and interest on the Series 2024 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2024 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Such information is being provided solely for informational purposes, and nothing herein or in such assessments grants any legal rights or remedies in favor of the Series 2024 Bondholders in the event any recognized environmental conditions are later found

to be present on District Lands. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District, including Phase 2. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in Phase 2.

The value of the lands subject to the Series 2024 Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2024 Bonds. The Series 2024 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Economic Conditions and Changes in Development Plans

The successful development of Phase 2 and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowner. Moreover, the Landowner has the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Series 2024 Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2024 Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2024 Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2024 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2024 Assessments, even though the landowner is not contesting the amount of the Series 2024 Assessments. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Limited Secondary Market for Series 2024 Bonds

The Series 2024 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2024 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2024 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2024 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2024 Bonds, depending on the progress of development of the lands within Phase 2, existing real estate and financial market conditions and other factors.

Inadequacy of Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2024 Assessments, may not adversely affect the timely payment of debt service on the Series 2024 Bonds because of the moneys on deposit in the Series 2024 Reserve Account. The ability of the Series 2024 Reserve Account to fund deficiencies caused by delinquencies in the payment of the Series 2024 Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2024 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in such Series 2024 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2024 Assessments, the moneys on deposit in the Series 2024 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2024 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2024 Reserve Account and such other Funds, Accounts and subaccounts created under the Master Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2024 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2024 Assessments in order to provide for the replenishment of the Series 2024 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Reserve Account" herein for more information about the Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2024 Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Series 2024 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code (as defined herein), there are limitations on the amounts of proceeds from the Series 2024 Bonds that can be used for such purpose.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a

political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations required that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners or appointed to fill vacancies and none were elected by qualified electors. The Landowner will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act. Such certification by the Landowner does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the

IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2024 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the Series 2024 Bonds are advised that, if the IRS does audit the Series 2024 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2024 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2024 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds would adversely affect the availability of any secondary market for the Series 2024 Bonds. Should interest on the Series 2024 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2024 Bonds be required to pay income taxes on the interest received on such Series 2024 Bonds and related penalties, but because the interest rate on such Series 2024 Bonds will not be adequate to compensate Owners of the Series 2024 Bonds for the income taxes due on such interest, the value of the Series 2024 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2024 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2024 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2024 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2024 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2024 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

Loss of Exemption from Securities Registration

The Series 2024 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions. It is possible that federal or state regulatory authorities could in the future determine that the District is not a political subdivision for purposes of federal and state securities laws, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of Series 2024 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2024 Bonds would need to ensure that subsequent transfers of the Series 2024 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

Federal Tax Reform

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such

as the Series 2024 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2024 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renewed requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2024 Bonds. It should be noted that Section 190.016(14) of the Act provides in pertinent part that "[t]he state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district to ... levy and collect the ... assessments ... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not in any way impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete Development

The cost to finish the Phase 2 Project will exceed the net proceeds from the Series 2024 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Phase 2 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Phase 2 Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Additional Obligations" for more information.

Although the Landowner will agree to fund or cause to be funded the completion of the Phase 2 Project regardless of the insufficiency of proceeds from the Series 2024 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Landowner will have sufficient resources to do so. Such obligation of the Landowner is an unsecured obligation, and the Landowner is a special-purpose entity whose assets consist primarily of its interests in the Development. See "THE LANDOWNER" herein for more information.

There are no assurances that the Phase 2 Project and any other remaining development work associated with the District Lands within Phase 2 will be completed. Further, there is a possibility that, even if the District Lands within Phase 2 are developed, homebuilders may not enter into or close on contracts for any of the lots therein, and such failure to close could negatively impact the construction and sale of homes within Phase 2. See "THE DEVELOPMENT – Builder Program" herein for more information about the status of the Builder Contracts for Phase 2.

Pandemics and Other Public Health Emergencies

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Landowner, the timely and successful completion of the Development, the purchase of lots therein by homebuilders and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs. See also "Economic Conditions and Changes in Development Plans" and "Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2024 Bonds.

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2024 Bonds are subject to extraordinary mandatory redemption, including, without limitation, as a result of prepayments of the Series 2024 Assessments by the Landowner or subsequent owners of the property within Phase 2. Any such redemptions of the Series 2024 Bonds would be at the principal amount of such Series 2024 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2024 Bonds may not realize their anticipated rate of return on the Series 2024 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the Series 2024 Bonds. See "DESCRIPTION OF THE Series 2024 Bonds – Redemption Provisions," "– Purchase of Series 2024 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE Series 2024 Bonds – Prepayment of Series 2024 Assessments" herein for more information.

Payment of Series 2024 Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within Phase 2 of the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2024 Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

ESTIMATED SOURCES AND USES OF FUNDS

<u>Source of Funds</u>	Series 2024 <u>Bonds</u>
Par Amount	\$_____
Original Issue [Premium][Discount]	_____
Total Sources	\$_____
 <u>Use of Funds</u>	
Deposit to the 2024 Acquisition and Construction Account	\$_____
Deposit to 2024 Capitalized Interest Account ⁽¹⁾	_____
Deposit to 2024 Reserve Account	_____
Costs of Issuance, including Underwriter's Discount ⁽²⁾	_____
Total Uses	\$_____

(1) Capitalized interest through ____ 1, 202__.

(2) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2024 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2024 Bonds:

<u>Year Ended</u> <u>November 1</u>	<u>Series 2024 Bonds</u>		<u>Total</u> <u>Debt Service</u>
	<u>Principal</u>	<u>Interest</u>	

Total

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THE DISTRICT

General Information

The District was established by Ordinance No. 2021-20 by the Board of County Commissions of Clay County, Florida, adopted on June 22, 2021 and effective June 29, 2021, under the provisions of Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"). The District is located within unincorporated Clay County and its boundaries include approximately 745 gross acres of land (the "District Lands"). The District Lands are being developed as part of a master-planned residential community. See "THE DEVELOPMENT" herein for more information.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter. The District is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2024 Bonds.

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance establishing the District. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors

were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and then until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

The landowners in the District elect two Supervisors to four-year terms and three Supervisors to two-year terms at bi-annual elections. Thereafter, the elections will take place every two years on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, two Supervisors whose terms are expiring will be elected by qualified electors of the District and one will be elected by the landowners. Thereafter, as described in more detail below, all Supervisors will be elected by qualified electors. A qualified elector is a registered voter in the County where the District is located who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

Name	Title	Term Expires
Gregg Kern*	Chair	November 2024
Mike Taylor*	Vice Chair	November 2024
Rose Bock	Assistant Secretary	November 2026
Joe Cornelison*	Assistant Secretary	November 2024
Brad Odom*	Assistant Secretary	November 2026

* Employee of an affiliate of the Landowner.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to

the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 2300 Glades Rd., Suite 410W, Boca Raton, Florida 33431.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Akerman LLP, Jacksonville, Florida, as Bond Counsel; England-Thims & Miller, Inc., Jacksonville, Florida, as District Engineer; and Kilinski | Van Wyk PLLC, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and prepare the Assessment Methodology and to serve as Dissemination Agent for the Series 2024 Bonds.

Outstanding Bond Indebtedness

The District previously issued its Special Assessment Bonds, Series 2022 (Phase 1 Project) (the "Series 2022 Bonds") on April 12, 2022, in the original aggregate principal amount of \$25,000,000, of which \$19,970,000 was outstanding as of August 23, 2024. The Series 2022 Bonds are secured by the special assessments assigned to the lands within Phase 1 of the District, which lands are separate and distinct from the lands within Phase 2 that are subject to the Series 2024 Assessments securing the Series 2024 Bonds.

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THE CAPITAL IMPROVEMENT PLAN AND THE PHASE 2 PROJECT

Overview

The District contains approximately 745 acres of land being developed as a master-planned residential community (the "Development"). The Development is being developed in phases and, at buildout, is planned for approximately 1,528 units and associated amenities. See "THE DEVELOPMENT" herein for more information.

England-Thims & Miller, Inc. (the "District Engineer") has prepared the report titled "Creekview Community Development District Capital Improvement Plan" dated August 26, 2021 (the "Master Engineer's Report"), as supplemented by the report titled "Creekview Community Development District Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project)" dated [August 27, 2024] (the "Supplemental Engineer's Report" and, collectively with the Master Engineer's Report, the "Engineer's Report"), which sets forth certain master and parcel infrastructure improvements associated with the Development (the "Capital Improvement Plan"). The District Engineer estimates the total cost of the Capital Improvement Plan for the District Lands to be \$90,849,000.

Land development associated with the Development has been split into phases, with further subphasing splits within each phase. The chart below sets forth the three phases of land development planned for the District Lands:

Phase 1		Phase 2		Phase 3			Total
Areas 1&2	Area 5	Area 4A	Area 4B	Area 3	Area 6	Area 7	Total
305 Units	243 Units	153 Units	229 Units	134 Units	204 Units	260 Units	1,528 Units

The first phase of land development consists of Areas 1, 2, and 5, which collectively contain 548 platted single-family lots ("Phase 1"). The portion of the Capital Improvement Plan associated with the development of Phase 1 is referred to herein as the "Phase 1 Project." The District previously issued its Series 2022 Bonds to finance a portion of the Phase 1 Project. The Phase 1 Project is complete and all 548 lots planned for Phase 1 have been developed and platted. See "THE DEVELOPMENT – Update on Phase 1" herein for more information regarding the status of Phase 1.

The second phase of land development consists of Areas 4A, 4B and portions of the APF Road (Phases 2-5), which encompass approximately 156 acres of land and are collectively planned to contain 382 single-family lots ("Phase 2"). The portion of the Capital Improvement Plan associated with the development of Phase 2 is referred to herein as the "Phase 2 Project." See "– The Phase 2 Project" below for more information.

The District expects to issue additional bonds in the future to fund portions of the Capital Improvement Plan associated with Phase 3. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Additional Obligations" herein.

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The Phase 2 Project

The "Phase 2 Project" consists of those portions of the Capital Improvement Plan associated with the development of Phase 2 (the "Neighborhood Infrastructure"), as well as construction of an approximately 1.10-mile portion of the proposed two-lane roadway that serves as the main spine road for the Development. The estimated cost of the Neighborhood Infrastructure is \$19,050,600, as more particularly described below. The cost of the roadway improvement is expected to be reimbursed by the County through the issuance of mobility fee credits.

Area 4A Neighborhood Infrastructure	
Improvement Description	Estimated Cost
Stormwater Management System	\$ 4,462,100
Roadway Improvements	1,662,200
Water, Sewer and Reuse Systems	<u>2,568,800</u>
<i>Total Area 4A:</i>	\$10,046,800
Area 4B Neighborhood Infrastructure	
Improvement Description	Estimated Cost
Stormwater Management System	\$ 2,568,800
Roadway Improvements	2,113,200
Water, Sewer and Reuse Systems	<u>4,321,800</u>
<i>Total Area 4B:</i>	\$ 9,003,800
Master Infrastructure	
Improvement Description	Estimated Cost
APF Road (Phases 2-5) [§]	\$17,640,700
Amenities, Entry Features, and Landscaping ^{§§}	<u>7,200,000</u>
<i>Total Master Infrastructure:</i>	\$24,840,700

[§] The APF Road cost is reimbursable through an impact fee agreement with the County. See "THE DEVELOPMENT – Development Approvals" herein for more information. The estimated cost above also includes contingency and soft costs that are not reimbursable through the impact fee agreement. There are five total phases of the APF Road and Phase 1 is complete. The remaining Phases are expected to be funded in part with net proceeds of the Series 2024 Bonds and in part by a future bond issuance.

[§] The amenities are expected to be funded as part by a future bond issuance.

Net proceeds of the Series 2024 Bonds will be available in the amount of approximately \$21.86 million* to fund costs of the Phase 2 Project and are expected to be applied to the cost of the Neighborhood Infrastructure and a portion of the cost of additional phases of the APF Road. [The Landowner will enter into a completion agreement to either fund or complete all of the Phase 2 Project.] See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" and "THE DEVELOPMENT – Landowner Agreements" for more information.

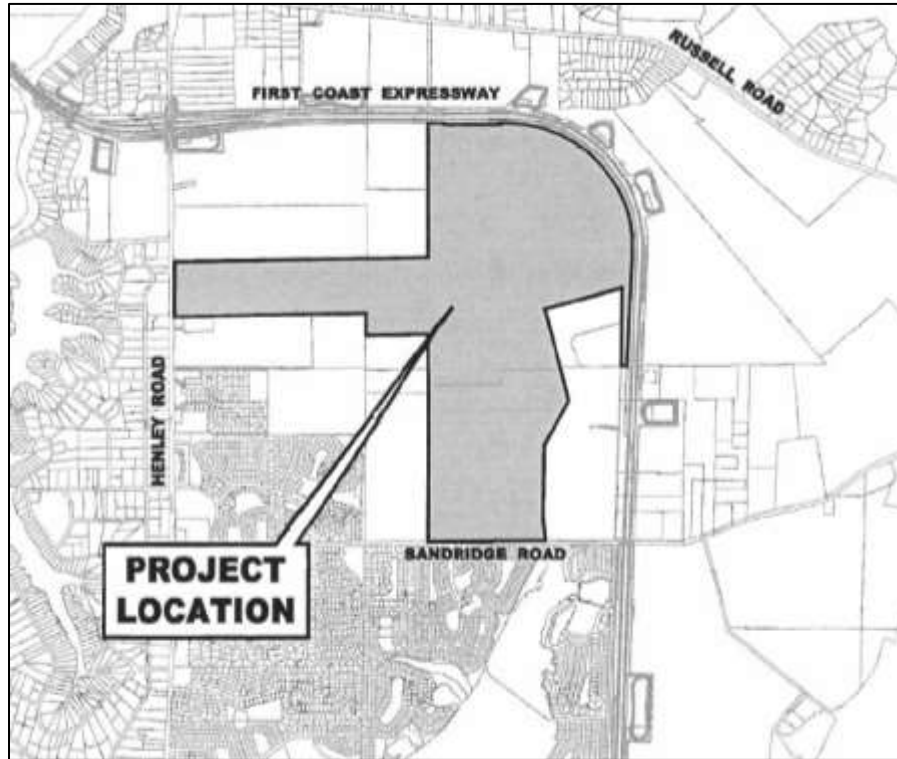
Land development associated with Phase 2 commenced in July 2024 and is expected to be completed by July 2026. See "THE DEVELOPMENT – Development Plan and Status" for more information regarding the timing for development of Phase 2.

The District Engineer will certify that all permits necessary to construct the Phase 2 Project and develop Phase 2 have either been obtained or are expected to be obtained in the ordinary course. In addition

* Preliminary, subject to change.

to the Engineer's Report, see "THE DEVELOPMENT – Development Approvals" for a more detailed description of the entitlement and permitting status of the Development.

Set forth below are maps showing the location of the District and of the respective Phases therein, with Phase 2 corresponding to Areas 4A and 4B.

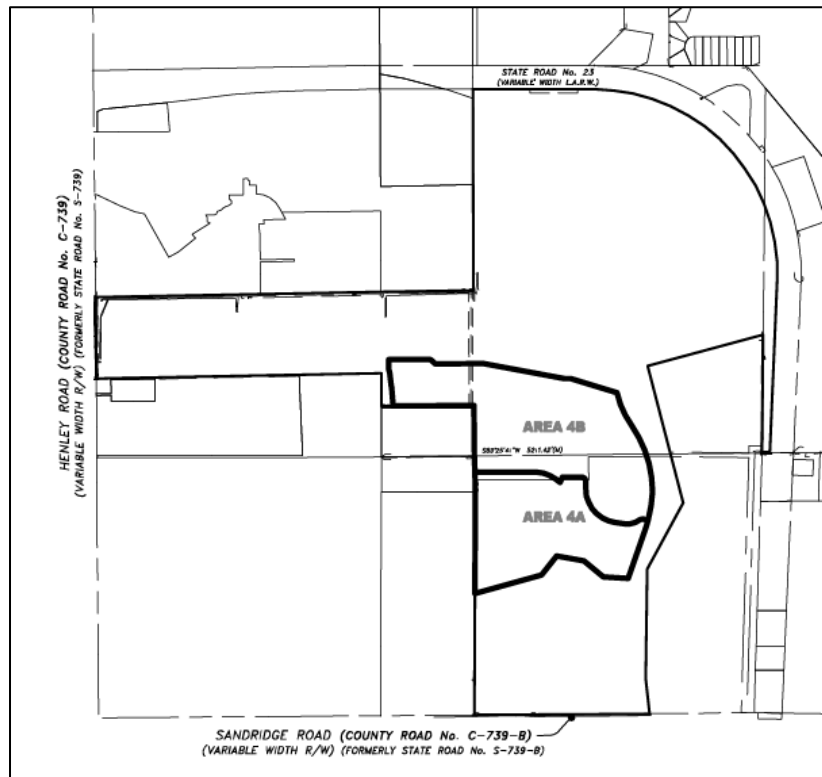


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Phase 1



Phase 2



ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

General

The Master Special Assessment Methodology Report, dated August 27, 2021, as supplemented by the Second Supplemental Special Assessment Methodology Report, dated [____], 2024 (collectively, the "Assessment Methodology"), which allocates the Series 2024 Assessments to the lands within the District, has been prepared by Wrathell, Hunt & Associates, LLC (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2024 Bonds are determined, the Assessment Methodology will be amended to reflect such final terms. Once levied and imposed, and subject to further allocation in accordance with the Assessment Methodology, the Series 2024 Assessments are first liens on the respective District Lands against which they are assessed until paid or barred by operation of law, co-equal with one another and with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2024 Assessments

The Series 2024 Bonds are payable from and secured by a pledge of the Series 2024 Pledged Revenues, which consist primarily of the revenues received by the District from the Series 2024 Assessments. The District will initially impose the Series 2024 Assessments across all of the lands within Phase 2, which consists of approximately 156 gross acres planned for 382 lots. As platting occurs, the Series 2024 Assessments will be assigned to the 382 lots planned for Phase 2 on a first-platted, first-assigned basis, in accordance with the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" hereto for more information.

The table below sets forth the estimated Series 2024 Assessments that, upon platting and absorption, are expected to be levied and allocated to platted units in Phase 2 to pay debt service on the Series 2024 Bonds, and the estimated par per unit for the Series 2024 Bonds.

Product	Planned Units	Annual Series 2024 Assessment*	Series 2024 Bonds Par Per Unit*
Single-Family 50'	138	\$4,174	\$60,005
Single-Family 60'	<u>244</u>	\$5,009	\$72,006
<i>Total:</i>	382		

* Preliminary, subject to change. Series 2024 Assessments levels shown [assume collection via the Uniform Method and include an 8% gross up for County collection costs and statutory early payment discounts, which may change]. It is anticipated that the Landowner will prepay a portion of the Series 2024 Assessments at time of closing on lots with homebuilders to achieve targeted annual assessment levels of \$2,000 and \$2,400 for 50' lots and 60' lots, respectively. The total anticipated paydown will be approximately \$13,465,000 (preliminary, subject to change).

Other Taxes and Assessments

In addition to the above, the District anticipates levying assessments to cover its operation and administrative costs in the initial amount of approximately \$[] per single-family unit annually, but such amounts are subject to change. Each homeowner within the District is required to pay annual ad valorem and non-ad valorem taxes, special district assessments including those of the District, and homeowners association assessments. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for more information. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The County's millage rate for 2023 was 15.1843. These taxes would be payable in addition to the Series 2024 Assessments and any other

assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Clay County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes and/or assessments levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS' RISKS – Other Taxes and Assessments" herein.

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The following information appearing below under the captions "THE DEVELOPMENT" and "THE LANDOWNER" has been furnished by the Landowner for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by the District or its counsel or the Underwriter or its counsel, and no person other than the Landowner makes any representation or warranty as to the accuracy or completeness of such information supplied by it. The following information is provided by the Landowner as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Landowner is not a guarantor of payment of the Series 2024 Bonds or the Series 2024 Assessments.

THE DEVELOPMENT

General

The District contains approximately 745 acres of land and is being developed as a master-planned residential community known as Hyland Trail (the "Development"). At buildout, the Development is planned for approximately 1,528 units and associated amenities. The Development is located within unincorporated Clay County, Florida, and is generally located to the north of Sandridge Road, south of the First Coast Expressway, and east of Henley Road.

More specifically, the Development is located in the Lake Asbury area of the County, which has recently seen an increase in development activity and absorptions due to its proximity to downtown Jacksonville. An affiliate of the Landowner is in the process of developing another community, Granary Park, located approximately one-quarter mile from the Development, in which Lennar Homes is the sole builder. The first and second phases of Granary Park have been completed. The Development is also close to the Cross Creek project, which is being developed by D.R. Horton and has experienced strong demand and absorption.

Land development associated with the Development has been split into phases, with further subphasing splits within each phase, as set forth in chart and narrative below:

Phase 1		Phase 2		Phase 3			Total
Areas 1&2	Area 5	Area 4A	Area 4B	Area 3	Area 6	Area 7	Total
305 Units	243 Units	153 Units	229 Units	134 Units	204 Units	260 Units	1,528 Units

The first phase of land development consists of Areas 1, 2, and 5, which collectively contain 548 platted single-family lots ("Phase 1"). The portion of the Capital Improvement Plan associated with the development of Phase 1 is referred to herein as the "Phase 1 Project." The District previously issued its Series 2022 Bonds to finance a portion of the Phase 1 Project. The Phase 1 Project is complete and all 548 lots planned for Phase 1 have been developed and platted. See " – Update on Phase 1" herein for more information.

The second phase of land development consists of Areas 4A, 4B and APF Road (Phases 2-5), which encompass approximately 156 acres of land and are collectively planned to contain 382 single-family lots ("Phase 2"). The "Phase 2 Project" consists of those portions of the Capital Improvement Plan associated with the development of Phase 2, as well as construction of an approximately 1.10-mile portion of the proposed two-lane roadway that will serve as the main spine road for the Development. See "THE CAPITAL IMPROVEMENT PLAN AND THE PHASE 2 PROJECT" herein for more information.

The Series 2024 Bonds are being issued to finance a portion of the Phase 2 Project. The Series 2024 Bonds will be secured by the Series 2024 Assessments, which will initially be levied on the approximately 156 gross acres of land within Phase 2. As lots are platted, the Series 2024 Assessments will be assigned to

the 382 lots planned for Phase 2 on a first-platted, first-assigned basis as set forth in the Assessment Methodology. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

Creekview GP, LLC, a Delaware limited liability company (the "Landowner"), is the sole landowner of the land within Phase 2. See "THE LANDOWNER" herein for more information. The Landowner is currently in contract negotiations with multiple homebuilders for the sale of all 382 lots planned for Phase 2. The Landowner anticipates that homes within the Development will range in size from 1,500 square feet to 4,800 square feet, with starting home prices expected to range from \$400,000 to \$475,000. See "–Residential Product Offerings" herein.

Update on Phase 1

The District previously issued its Series 2022 Bonds to finance a portion of the Phase 1 Project. The Phase 1 Project is complete, and all 548 lots planned for Phase 1 have been developed and platted. As of June 30, 2024, approximately 294 lots have closed with homebuilders, and home sales have begun, with 4 homes under contract with end users pending closing within Phase 1. Homebuilders within Phase 1 include Pulte Homes, LLC ("Pulte"), Dream Finders Homes, LLC ("Dream Finders") and Lennar Homes, LLC ("Lennar").

Land Acquisition and Development Finance Plan

The Landowner acquired title to all of the District Lands in December 2021 for a total purchase price of approximately \$19,900,000, paid with Landowner equity. The Landowner's interest in the District Lands is not subject to mortgage liens.

Total land development costs associated with Phase 2 are expected to total approximately \$26 million, consisting of the Neighborhood Infrastructure for Phase 2, a portion of the spine road for the Development and other hard and soft costs. As of [____], 2024, the Landowner has spent approximately \$[____] million toward land development costs for Phase 2, a portion of which includes the Phase 2 Project. Net proceeds of the Series 2024 Bonds will be available in the amount of approximately \$21.86 million* to fund costs of the Phase 2 Project. In addition, costs associated with constructing a portion of the spine road are expected to be reimbursed by the County through the issuance of mobility fee credits. [The Landowner will enter into a completion agreement to either fund or complete all of the Phase 2 Project.] See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" and "THE DEVELOPMENT – Landowner Agreements" for more information regarding the completion agreement.

Development Plan and Status

The Development is being developed in phases. Land development for Phase 2 will be completed in sub-phases as follows:

Area 4A, which is targeted for active-adult homes, is planned to contain 153 single-family homes, consisting of (i) 30 single-family detached homes on fifty-foot (50') wide lots and (ii) 123 single-family detached homes on sixty-foot (60') wide lots. Parcel infrastructure installation associated with Area 4A commenced in July 2024 and is expected to be completed by December 2025, at which point such lots will be delivered to homebuilders who will subsequently commence sales and vertical construction.

* Preliminary, subject to change.

Area 4B, which is targeted for production homes, is planned to contain 229 single-family homes, consisting of (i) 108 single-family detached homes on fifty-foot (50') wide lots and (ii) 121 single-family detached homes on sixty-foot (60') wide lots. Parcel infrastructure installation associated with Area 4B commenced in July 2024 and is expected to be completed by July 2026, at which point such lots will be delivered to homebuilders who will subsequently commence sales and vertical construction.

The Landowner anticipates that approximately 200 units will close with homebuyers per annum within Phase 2, commencing in the second quarter of 2026 until buildout. This anticipated absorption is based upon estimates and assumptions made by the Landowner that are inherently uncertain, though considered reasonable by the Landowner, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Landowner. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

Builder Program

The Landowner has received letters of intent from numerous national and regional builders for Phase 2, including Dream Finders, Lennar and Pulte, who are serving as the homebuilders in Phase 1 and have expressed interest in continuing to build in Phase 2, as well as Perry Homes. Lot purchase prices in Phase 1 have [averaged / ranged from _____]. Based on the letters of intent it has received, the Landowner expects the purchase price for lots in Phase 2 to be approximately \$2,400 per front foot. The total expected consideration for all 382 lots in Phase 2 is approximately \$51.7 million. The Landowner expects to enter into builder contracts for Phase 2 within the next approximately 60 days. There can be no assurance that the Landowner will enter into builder contracts on the terms set forth above or that homebuilders will ultimately close thereunder. "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

Residential Product Offerings

The following table reflects the Landowner's current expectations for Phase 2, along with the number of planned units, estimated number of bedrooms and bathrooms, estimated square footage, and estimated home prices therein, all of which are subject to change:

Area 4A – Active Adult Units

Product Type	Estimated Square Footage	Estimated Beds/Baths	Starting Home Prices
Single-Family 50'	1,500 – 3,000	2/2 - 4/3	\$400,000
Single-Family 60'	2,200 – 4,800	3/2 - 4/3	\$450,000

Area 4B – Production Units

Product Type	Estimated Square Footage	Estimated Beds/Baths	Starting Home Prices
Single-Family 50'	1,500 – 3,000	2/2 - 4/3	\$425,000
Single-Family 60'	2,200 – 4,800	3/2 - 4/3	\$475,000

Amenities

Residents of the Development will have access to an approximately 3,000 square-foot clubhouse facility with a fitness center, a resort-style swimming pool, multi-use field and tot lot playground (the "Amenities"). In addition, a trail system will interconnect different portions of the community to the adjacent County-owned Ronnie Van Zant Park. Construction of the Amenities is expected to commence in March 2025 and to be completed by March 2026 at a total approximate cost of \$7.2 million. The Amenities are not included in the Phase 2 Project and are expected to be funded in part from the proceeds of a future bond issuance.

In addition, the active-adult portion of the Development is expected to have a separate amenity for use by its residents, which is expected to be funded by the homebuilder for the active-adult lots and to be owned and operated by the homeowners' association.

Development Approvals

The lands within the Development are located within the Lake Asbury Master Plan (LAMP). The Landowner is subject to an [amended] Proportionate Share Mitigation Agreement with the County and the School Board of Clay County, whereby the Landowner has agreed to make a proportionate share mitigation payment in the aggregate amount of \$6,439,778.68 (calculated based on a payment of \$4,169.78 per single-family unit and \$617.02 per multi-family unit) to reserve required school capacity. Payment of the proportionate share mitigation for each phase of development is due on a per unit basis prior to recording of a final plat for such phase, which shall entitle the Landowner to a dollar for dollar credit against school impact fees. Notwithstanding the foregoing, homes within the active-adult portion of Phase 2 will not be required to pay school impact fees.

The Landowner has also entered into a Roadway Construction Mobility Fee Credit Agreement with the County, dated as of February 1, 2021 (the "Mobility Fee Agreement"). Pursuant to the Mobility Fee Agreement, the Landowner has agreed to dedicate approximately 13.40 acres of land as rights-of-way for proposed roadways identified in the LAMP as EW 1 and NS 3, as well as approximately 2 acres of land for stormwater management facilities associated with such roadways, which dedication shall entitle the Landowner to a mobility fee credit in the amount of \$920,128.19. In addition, the Mobility Fee Agreement provides that the Landowner may construct or cause to be constructed certain segments of EW 1 and NS 3 as two-lane roadways within the rights-of-way in return for additional mobility fee credits. Construction of the first phase of the NS 3 roadway, which will serve as the spine road for the Development, was included within the Phase 1 Project and is complete. Construction of phases 2-5 of the NS3 roadway are expected to be funded in part by the net proceeds of the Series 2024 Bonds and in part by the proceeds of a future bond issuance. The Landowner has received construction plan approval from the County for the construction of phases [2-5] of the NS 3 roadway. See "THE CAPITAL IMPROVEMENT PLAN AND THE PHASE 2 PROJECT" herein for more information.

The Landowner has received approval from the Army Corps of Engineers and conceptual approval from the St. Johns River Water Management District (the "WMD") for the development of the District Lands. The Landowner has applied for individual construction permits from the WMD as construction proceeds, with permits for Phase 2 currently expected to be received by [_____]. [In addition, the Landowner has received construction plan approval from the County for the development of Phase 2]. The Consulting Engineer will certify that all permits necessary to construct the Phase 2 Project have either been obtained or are expected to be obtained in the ordinary course. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information.

Utilities

The Clay County Utility Authority will provide water and sewer service to the Development. Clay Electric Cooperative, Inc. will provide electrical service to the Development. Clay County Utility Authority will provide potable water, wastewater and reclaimed water services to the Development.

Environmental

A Phase 1 Environmental Site Assessment ("ESA") was performed on the District Lands in February 2021. The ESA revealed no evidence of recognized environmental conditions ("RECs"), and no further investigation was recommended. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

Taxes, Fees and Assessments

The Series 2024 Bonds are payable from and secured by a pledge of the Series 2024 Pledged Revenues, which consist primarily of the revenues received by the District from the Series 2024 Assessments. The District will initially impose the Series 2024 Assessments across all of the approximately 156 gross acres lands within Phase 2, which are planned for 382 lots. As platting occurs, the Series 2024 Assessments will be assigned to platted lots in Phase 2 on a first-platted, first-assigned basis as set forth in the Assessment Methodology attached hereto. See "APPENDIX D: ASSESSMENT METHODOLOGY" for more information.

The table below sets forth the estimated Series 2024 Assessments that, upon platting and absorption, are expected to be levied and allocated to platted units in Phase 2 to pay debt service on the Series 2024 Bonds, and the expected par per unit for the Series 2024 Bonds.

Product	Planned Units	Annual Series 2024 Assessment*	Series 2024 Bonds Par Per Unit*
Single-Family 50'	138	\$4,174	\$60,005
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<i>Total:</i>	382		

* Preliminary, subject to change. Series 2024 Assessments levels shown [assume collection via the Uniform Method and include an 8% gross up for County collection costs and statutory early payment discounts, which may change]. It is anticipated that the Landowner will prepay a portion of the Series 2024 Assessments at time of closing on lots with homebuilders to achieve targeted annual assessment levels of \$2,000 and \$2,400 for 50' lots and 60' lots, respectively. The total anticipated paydown will be approximately \$13,465,000 (preliminary, subject to change).

The District anticipates levying assessments to cover its operation and maintenance costs in the amount of approximately [\$78] per unit annually, but such amounts are subject to change. Residents of the Development will be required to pay homeowners' association fees in the approximate amount of [\$125] per annum. Additional homeowners' association fees are expected to apply within the active-adult portions of the Development. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The County's millage rate for 2023 was 15.1843 mills. These taxes would be payable in addition to the Series 2024 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Clay County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS' RISKS – Other Taxes and Assessments" for more information.

Education

The public schools for children residing in the Development are expected to be Lake Asbury Elementary School, Lake Asbury Junior High School and Clay High School, which are located approximately 0.5 miles, 0.5 miles and 10 miles from the Development, respectively, and each of which were rated A by the Florida Department of Education in 2024. The Clay County School Board may change school boundaries from time to time and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

Competition

The following communities have been identified by the Landowner as being competitive with the Development because of their proximity to the Development, price ranges and product types, and amenities: Cross Creek, Granary Park, Annabelle Island and Village Park.

Landowner Agreements

The Landowner will enter into a completion agreement that will obligate the Landowner to complete any portions of the Phase 2 Project not funded with proceeds of the Series 2024 Bonds.

In addition, the Landowner will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the Landowner will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Landowner, development rights relating to the Phase 2 Project. That said, the Landowner has previously granted similar rights ("Prior Collateral Assignment") in connection with the issuance of the Series 2022 Bonds. In addition, any mortgagees or homebuilders may have certain development rights and other rights assigned to it under the terms of their mortgage or builder contracts relating to the Development, which may be superior to such rights that might otherwise be assigned to the District under the terms of the Collateral Assignment. Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Series 2024 Assessments as a result of the Landowner's or subsequent landowners' failure to pay such assessments, there is a risk that the District, or its designee, if any, will not have all of the permits and entitlements necessary to complete the Phase 2 Project or the development of Phase 2.

The Landowner will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted or re-platted lands in Phase 2 increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

Such obligations of the Landowner are unsecured obligations, and the Landowner is a special-purpose entity whose assets consist primarily of its interests in the Development. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" and "THE LANDOWNER" herein for more information regarding the Landowner.

THE LANDOWNER

All of the assessable District Lands, other than platted lots previously closed with homebuilders, are owned by Creekview GP, LLC, a Delaware limited liability company (the "Landowner"). The Landowner was formed on December 10, 2021 for purposes of acquiring the Development. The members of the Landowner are Creekview Developers, LLC, a Delaware limited liability company ("Creekview Developers"), and Creekview REF Acquisition LLC, a Delaware limited liability company ("Investor").

The Investor is an entity affiliated with Cross Lake Partners LLC ("Cross Lake"). Creekview Developers, LLC is affiliated with GreenPointe Holdings, LLC, a Florida limited liability company ("GreenPointe").

Cross Lake is an independent real estate investment manager based in New York. The firm was founded in 2018 by Michael Barr and Jonathan Shumaker. The firm currently manages approximately \$1 billion of committed equity across three real estate private equity funds. The principals of Cross Lake have over 50 years of collective experience focused exclusively on U.S. real estate, having invested across a wide range of property types, geographic markets, and investment structures. The principals of Cross Lake have led transactions with an aggregate asset value in excess of \$20 billion and have extensive experience executing a wide range of investment strategies across multiple market cycles.

GreenPointe was founded by Edward E. Burr in 2008 with a charge to create livable communities of lasting value that fit the needs of today's homebuyers. Prior to leading GreenPointe, Burr founded the LandMar Group, LLC in 1987 and led the company's creation of master-planned, award-winning communities in Florida and coastal Georgia. Under his leadership, LandMar acquired, designed, entitled and developed more than 30 master-planned communities and developments. GreenPointe and each of its divisions are led by veterans of land and community development, homebuilding, lifestyle and amenities management, equity and debt financing, and infrastructure development. The GreenPointe team's collective experience includes raising and investing more than \$1 billion to develop 100,000 acres of land, build 90,000 homesites and construct 30,000 homes. GreenPointe and its affiliates' current portfolio consists of 18 master planned communities in Florida, accounting for approximately 24,000 homesites, 2,200 multi-family units and 900,000 square feet of commercial and retail space.

Neither the Landowner nor any of the other individuals or entities listed above is guaranteeing payment of the Series 2024 Bonds or the Series 2024 Assessments. None of the other individuals or entities listed above has guaranteed or assumed any of the agreements entered into by the Landowner in connection with the issuance of the Series 2024 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements which must be met subsequent to the issuance and delivery of the Series 2024 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2024 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2024 Bonds. The District has covenanted in the Indenture to comply with each such requirement.

In the opinion of Akerman LLP, Bond Counsel, the proposed form of which is included as APPENDIX B hereto, assuming continuing compliance with certain covenants by the District and the accuracy of certain representations of the District, under existing statutes, regulations, published rulings, and judicial decisions, interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the "adjusted financial statement income" (as defined in Section 56A of the Code) of "applicable corporations" (as defined in Section 59 of the Code) for the purposes of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications and compliance with certain covenants of the District to be contained in

the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2024 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of these certifications and representations.

Bond Counsel's opinions are based on existing law, which is subject to change. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service ("IRS") or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

The IRS has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. Bond Counsel cannot predict whether the IRS will commence an audit of the Series 2024 Bonds. Owners of the Series 2024 Bonds are advised that, if the IRS does audit the Series 2024 Bonds, under current IRS procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2024 Bonds may have limited rights to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2024 Bonds until the audit is concluded, regardless of the ultimate outcome.

Collateral Tax Consequences

Prospective purchasers of the Series 2024 Bonds should be aware that ownership of, accrual or receipt of interest on or disposition of tax-exempt obligations, such as the Series 2024 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, recipients of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, and certain S corporations.

Bond Counsel expresses no opinion regarding any federal tax consequences other than its opinion with regard to the exclusion of interest on the Series 2024 Bonds from gross income pursuant to Section 103 of the Code and the treatment of interest for purposes of the federal alternative minimum tax. Prospective purchasers of the Series 2024 Bonds should consult their tax advisors with respect to all other tax consequences (including, but not limited to, those listed above) of holding the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS, AS THE CASE MAY BE, AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

In the opinion of Bond Counsel, interest on the Series 2024 Bonds is exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed under Chapter 220, *Florida Statutes*, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220, *Florida Statutes*.

Interest on the Series 2024 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2024 Bonds should consult their tax

advisors as to the income tax status of interest on the Series 2024 Bonds, in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar in nature to the Series 2024 Bonds. From time to time, legislative proposals may be introduced which could have an effect on both the federal tax consequences resulting from the ownership of the Series 2024 Bonds and their market value. No assurance can be given that any such legislative proposals, if enacted, would not apply to, or would not have an adverse effect upon, the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their tax advisors as to the impact of any pending or proposed legislation. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2024 Bonds may affect the tax status of interest on the Series 2024 Bonds.

[Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2024 Bonds maturing on _____ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and if applicable, interest rate, was sold is "original issue discount." For federal income tax purposes, original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded on each interest payment date (or over a shorter permitted compounding interval selected by the Owner). A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds subject to the same considerations discussed above and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.]

[Original Issue Premium

The difference between the principal amount of the Series 2024 Bonds maturing on _____ (the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond, or in the case of certain of the Premium Bonds that are callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on such Premium Bond. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted

basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.]

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2024 Bonds is subject to information reporting to the Internal Revenue Service. Interest paid on tax-exempt bonds such as the Series 2024 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2024 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2024 Bonds and proceeds from the sale of Series 2024 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2024 Bonds. This withholding generally applies if the owner of Series 2024 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2024 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities that may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2024 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2024 Bonds. Investment in the Series 2024 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been

authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2024 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2024 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2024 Bonds, or in any way contesting or affecting (i) the validity of the Series 2024 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2024 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Landowner

The Landowner has represented that there is no litigation of any nature now pending or, to the knowledge of the Landowner, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Phase 2 Project or the development of the lands in Phase 2 of the District as described herein, materially and adversely affect the ability of the Landowner to pay the Series 2024 Assessments imposed against the land within the District owned by the Landowner or materially and adversely affect the ability of the Landowner to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Series 2024 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2024 Bonds.

NO RATING

No application for a rating for the Series 2024 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2024 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by England-Thims & Miller, Inc., Jacksonville, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2024 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This District will covenant in the Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX E hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District fiscal year ending September 30, 2024. Attached hereto as APPENDIX F is a copy of the District's audited financial statements for the District's fiscal year ended September 30, 2023, as well as the District's unaudited monthly financial statements for the period ended July 31, 2024. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The Series 2024 Bonds are not general obligation bonds of the District and are payable solely from the 2024 Pledged Revenues.

By the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has never been in default as to principal and interest on its bonds or other debt obligations.

CONTINUING DISCLOSURE

The District and the Landowner will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX E, for the benefit of the Series 2024 Bondholders (including owners of beneficial interests in such Series 2024 Bonds), to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement (the "Reports") with the MSRB through the MSRB's EMMA system. The specific nature of the information to be contained in the Reports is set forth in APPENDIX E. Under certain circumstances, the failure of the District or the Landowner to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure

Agreement would allow the Series 2024 Bondholders (including owners of beneficial interests in such Series 2024 Bonds) to bring an action for specific performance.

The District has previously entered into a continuing disclosure undertaking pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its Series 2022 Bonds. A review of filings made pursuant to such prior undertaking indicates that [under review: certain filings required to be made by the District were not timely filed and that notice of such late filings was not provided]. The District will appoint the District Manager to serve as the dissemination agent under the Disclosure Agreement. The District anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

The Landowner has previously entered into a continuing disclosure undertakings pursuant to the Rule, with respect to the District's Series 2022 Bonds. A review of filings made pursuant to such prior undertaking indicates that [under review: the Landowner has not materially failed to comply with the requirements thereunder within the last five years]. The Landowner anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2024 Bonds from the District at a purchase price of \$[_____] (par amount of the Series 2024 Bonds, plus/less an original issue premium/discount of \$[_____] and an Underwriter's discount of \$[_____]). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2024 Bonds if any Series 2024 Bonds are purchased.

The Underwriter intends to offer the Series 2024 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2024 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Fourth Judicial Circuit Court of Florida in and for Clay County, Florida, rendered on October 4, 2021. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2024 Bonds are subject to the approval of Akerman LLP, Jacksonville, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. Certain legal matters will be passed upon for the District by its counsel, Kilinski | Van Wyk PLLC, Tallahassee, Florida. Certain legal matters will be passed upon for the Landowner by its general counsel, Patricia Nolan, Esq., and by its special counsel, Foley & Lardner LLP, Jacksonville, Florida.

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of such. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may

thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2024 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2024 Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2024 Bonds.

[Remainder of page intentionally left blank.]

AUTHORIZATION AND APPROVAL

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of the District.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

APPENDIX A

COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX C
ENGINEER'S REPORT

APPENDIX D
ASSESSMENT METHODOLOGY

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F
DISTRICT'S FINANCIAL STATEMENTS

Exhibit D-Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [____], 2024 is executed and delivered by the Creekview Community Development District (the "Issuer" or the "District"), Creekview GP, LLC, a Delaware limited liability company (the "Landowner"), and Wrathell, Hunt and Associates, Inc., a Florida limited liability company, as Dissemination Agent (as defined herein) in connection with the Issuer's Special Assessment Revenue Bonds, Series 2024 (Phase 2 Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of April 1, 2022 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of September 1, 2024 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). The Issuer, the Landowner and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Landowner and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to the Assessments, being more particularly described in the Limited Offering Memorandum as Phase 2.

"Assessments" shall mean the non-ad valorem Series 2024 Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean 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.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Wrathell, Hunt and Associates, Inc. has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Wrathell, Hunt and Associates, Inc., and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [____], 2024, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Landowner for so long as such Landowner or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 10% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be February 1, 2025.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"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 has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2024 which shall be due no later than March 31, 2025. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its obligation to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the

Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Landowner on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to the Assessment Area only:

(i) The number of lots planned.

Lot Ownership Information

(ii) The number of lots owned by the Landowner.

- (iii) The number of lots owned by the homebuilders.
- (iv) The number of lots owned by homebuyers.

Lot Status Information

- (v) The number of lots developed.
- (vi) The number of lots platted.

Home Sales Status Information

- (vii) The number of homes sold (but not closed) with homebuyers during quarter.
- (viii) The number of homes sold (and closed) with homebuyers during quarter.
- (ix) The total number of homes sold and closed with homebuyers (cumulative).

Material Changes/Transfers

(x) Material changes to any of the following: (1) builder contracts, if applicable, (2) the number of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person since the date hereof.

(xi) Any sale, assignment or transfer of ownership of lands by the Obligated Person to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Landowner from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. Reporting of Listed Events.

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2024 Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) Substitution of credit or liquidity providers, or their failure to perform;*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);
- (xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive

* Not applicable to the Bonds at their date of issuance.

agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi), or (xvii) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt and Associates, Inc. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt and Associates, Inc. Wrathell, Hunt and Associates, Inc., may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall

not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Landowner and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Landowner, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Clay County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Clay County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Landowner or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER AND
OBLIGATED PERSON**

[SEAL]

By: _____
[Liam O'Reilly], Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

**CREEKVIEW GP, LLC, AS OBLIGATED
PERSON**

By: _____
Name: _____
Title: _____

**WRATHELL, HUNT AND ASSOCIATES,
INC., and its successors and assigns, AS
DISSEMINATION AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**WRATHELL, HUNT AND
ASSOCIATES, INC., AS DISTRICT
MANAGER**

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of
Sections 11, 13 and 17 only:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE**

By: _____

Name: _____

Title: _____

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES OF FAILURE
TO FILE [ANNUAL REPORT]
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Creekview Community Development District

Name of Bond Issue: \$[] original aggregate principal amount of Special
Assessment Revenue Bonds, Series 2024 (Phase 2 Project)

Obligated Person(s): Creekview Community Development District;
_____.

Original Date of Issuance: [], 2024

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [], 2024, by and between the Issuer, the Landowner and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____

Name: _____

Title: _____

cc: Issuer
Trustee

SCHEDULE A

FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

1. Fund Balances

Combined Trust Estate Assets	<u>Quarter Ended – 12/31</u>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
Total Bonds Outstanding	
TOTAL	

2. Assessment Certification and Collection Information

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<u>\$ Certified</u>
On Roll	\$ _____
Off Roll	\$ _____
TOTAL	\$ _____

2. Attach to Report the following:
 - A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
 - B. Off Roll – List of folios for all off roll Assessments, together with annual Assessment assigned to each folio

3. For the immediately ended Bond Year, provide the levy and collection information

<u>Total Levy</u>	<u>\$ Levied</u>	<u>\$ Collected</u>
On Roll	\$ _____	\$ _____
Off Roll	\$ _____	\$ _____
TOTAL		

4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners

5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year

6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-11

[SERIES 2024 BONDS] SUPPLEMENTAL ASSESSMENT RESOLUTION WITH DELEGATION OF AUTHORITY

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024; MAKING CERTAIN ADDITIONAL FINDINGS AND ADOPTING AND CONFIRMING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE SERIES 2024 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Creekview Community Development District ("**District**") previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution Nos. 2021-30 and 2022-04 (together, "**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on August 27, 2024, and in order to finance all or a portion of what is known as the Phase 2 Project, as defined herein, the District adopted Resolution 2024-10 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Agreement* and other agreements, and sell its Special Assessment Revenue Bonds, Series 2024 (the "**Series 2024 Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, the District intends to secure the Series 2024 Bonds by levying debt service special assessments on benefiting property in the Phase 2 Assessment Area (as defined herein) to secure repayment of the Series 2024 Bonds (the “**Series 2024 Assessments**”) pursuant to the terms of the Master Assessment Resolution, and in accordance with the master and supplemental trust indentures applicable to the Series 2024 Bonds; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Series 2024 Assessments, among other actions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, Florida Statutes, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. The *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (“**Master Engineer’s Report**”), as supplemented from time to time including by the *Second Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 2 Project)*, dated August 21, 2024, attached to this Resolution as **Exhibit A** (“**Supplemental Engineer’s Report**” and together with the Master Engineer’s Report, the “**Engineer’s Report**”), identifies and describes, among other things, the presently expected components and estimated costs of the District’s Capital Improvement Plan (the portion identified in the Supplemental Engineer’s Report and which is anticipated to be financed with the Series 2024 Bonds, being hereinafter called the “**Phase 2 Project**”). The District hereby confirms that the Phase 2 Project serves a proper, essential and valid public purpose. The Supplemental Engineer’s Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Series 2024 Bonds, subject to any changes deemed necessary under Section 4.a herein.
- b. The *Second Supplemental Special Assessment Methodology Report*, dated August 27, 2024 attached to this Resolution as **Exhibit B** (“**Supplemental**

Assessment Methodology Report”), applies the master assessment methodology set forth in the *Master Assessment Methodology for Creekview Community Development District*, dated August 27, 2021 (“**Master Assessment Methodology Report**” and, together with the Supplemental Assessment Methodology Report, the “**Assessment Methodology Report**”) to the Phase 2 Project and, as finalized, to the actual terms of the Series 2024 Bonds. The Assessment Methodology Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Series 2024 Bonds, subject to any changes deemed necessary under Section 4.a. herein.

- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Phase 2 Project benefits all developable property within the Phase 2 Assessment Area as described in **Exhibit C** attached hereto. Moreover, the benefits from the Phase 2 Project funded by the Series 2024 Bonds equal or exceed the amount of the Series 2024 Assessments, as described in **Exhibit B**, and such Series 2024 Assessments are fairly and reasonably allocated across all developable property in the District. It is reasonable, proper, just and right to assess the portion of the costs of the Phase 2 Project to be financed with the Series 2024 Bonds to the specially benefited properties within the District as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Series 2024 Bonds and the final amount of the lien of the Series 2024 Assessments. In connection with the closing on the sale of the Series 2024 Bonds, District staff is authorized to:

- a. Prepare final versions of the Supplemental Engineer’s Report and Supplemental Assessment Methodology Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:
 - i. the Series 2024 Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,
 - ii. the final versions of each report shall be approved by the Chairperson or, in the Chairperson’s absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairperson, any other member of the Board, and
 - iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the

issuance of the Series 2024 Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.

- b. After pricing, the preliminary Supplemental Assessment Methodology Report shall be replaced by the Final Supplemental Assessment Methodology Report incorporating the actual terms of the Series 2024 Bonds.
- c. After pricing, there shall be attached **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Series 2024 Bonds, (ii) Sources and Uses of Funds for Series 2024 Bonds, and (iii) Annual Debt Service Payment Due on Series 2024 Bonds.
- d. Upon closing on the District's Series 2024 Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Series 2024 Assessments in the Official Records of Clay County, Florida, or such other instrument evidencing the actions taken by the District. The lien of the Series 2024 Assessments shall be the principal amount due on the Series 2024 Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s) and shall cover all developable acreage within the Phase 2 Assessment Area, as further provided in the Series 2024 Assessment Roll included in the Supplemental Assessment Methodology Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Methodology Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Phase 2 Project and reallocate the Series 2024 Assessments securing the Series 2024 Bonds in order to impose Series 2024 Assessments on the newly added and benefitted property, as may be applicable.

5. ALLOCATION AND COLLECTION OF THE SERIES 2024 ASSESSMENTS.

- a. The Series 2024 Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Methodology Report shall reflect the actual terms of the issuance of the Series 2024 Bonds. The Series 2024 Assessments shall be paid in not more than thirty (30) years of installments of principal and interest.
- b. The Series 2024 Bonds are payable from and secured by the Series 2024 Trust Estate, which includes the Series 2024 Pledged Revenues and the

Series 2024 Pledged Funds. The Series 2024 Pledged Revenues consist primarily of the revenues received by the District from the Series 2024 Assessments levied against certain lands in the District that are subject to assessment as a result of the Phase 2 Project or any portion thereof. The Series 2024 Pledged Funds include all of the Funds and Accounts (except for the Series 2024 Rebate Account) established by the Second Supplemental Indenture, as applicable.

- c. The District hereby certifies the Series 2024 Assessments for collection and authorizes and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Clay County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2024 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2024 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect the Series 2024 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

6. **IMPACT FEE CREDITS.** In lieu of receiving impact fee credits (if any) from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits, as set forth in any applicable *Acquisition Agreement* between the District and the project developer(s) and/or landowner(s).

7. **PREPAYMENT OF SERIES 2024 ASSESSMENTS.** Any owner of property subject to the Series 2024 Assessments may, at its option, pre-pay the entire amount of such assessments any time, or a portion of the amount of such assessments up to two (2) times (or as otherwise provided by the Second Supplemental Indenture for the Series 2024 Bonds), plus any applicable interest (as provided for in the Second Supplemental Indenture for the Series 2024 Bonds), attributable to the property subject to the Series 2024 Assessments owned by such owner. In connection with any prepayment of Series 2024 Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the Second Supplemental Indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Series 2024 Bonds, the Series 2024 Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Series 2024 Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county,

district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairperson, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2024 Bonds, and final levy of the Series 2024 Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairperson is hereby authorized to act in the stead of the Chairperson in any undertaking authorized or required of the Chairperson hereunder, and in the absence of the Chairperson and Vice Chairperson, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Series 2024 Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

12. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

13. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED this 27th day of August 2024.

ATTEST:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project), dated August 21, 2024*
Exhibit B: *Second Supplemental Special Assessment Methodology Report, dated August 28, 2024*
Exhibit C: *Legal Description of the Phase 2 Assessment Area*
Comp. Exhibit D: *Maturities and Coupon of Series 2024 Bonds*
Sources and Uses of Funds for Series 2024 Bonds

Annual Debt Service Payment Due on Series 2024 Bonds

Exhibit A

Exhibit B

Exhibit C

AREA 4A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°56'28" EAST, 321.45 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 36.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°40'27" EAST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET; THENCE NORTH 51°04'16" WEST, 79.20 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°41'45" WEST, 282.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°32'14" WEST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°46'07" WEST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 266.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°01'52" WEST, 77.09 FEET; THENCE NORTH 54°15'41" WEST, 72.36 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°22'22" WEST, 275.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 847.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 265.25 FEET; THENCE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 1389.47 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 382.46 FEET; THENCE SOUTH 49°46'59" EAST, 343.22 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 60.78 ACRES, MORE OR LESS.



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 842-8890, FAX: (904) 646-9485
REG - 2284 LC - 0000316

ASSESSMENT AREA 4A LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5A

AREA 4B

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 358.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°25'35" EAST, 358.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 1356.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°02'38" WEST, 1312.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1240.00 FEET, AN ARC DISTANCE OF 492.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°04'23" WEST, 489.29 FEET; THENCE NORTH 73°12'02" WEST, 664.69 FEET; THENCE SOUTH 89°09'21" WEST, 83.32 FEET; THENCE NORTH 79°19'58" WEST, 1130.66 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 652, OF SAID PUBLIC RECORDS; THENCE NORTH 89°25'48" EAST, ALONG LAST SAID LINE, 1108.39 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°12'59" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED "PARCEL 1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1846, PAGE 381, OF SAID PUBLIC RECORDS, 694.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 224.45 FEET; THENCE NORTH 90°00'00" EAST, 847.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°22'22" EAST, 275.44 FEET; THENCE SOUTH 54°15'41" EAST, 72.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°01'52" EAST, 77.09 FEET; THENCE SOUTH 90°00'00" EAST, 266.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'07" EAST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°32'14" EAST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'45" EAST, 282.99 FEET; THENCE SOUTH 51°04'16" EAST, 79.20 FEET, TO THE POINT OF BEGINNING.

CONTAINING 95.18 ACRES, MORE OR LESS.



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ASSESSMENT AREA 4B LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5B

Composite Exhibit D

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

10A

**AGREEMENT BETWEEN THE
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND
CREEKVIEW GP, LLC REGARDING THE ACQUISITION OF
WORK PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

Creekview Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

Creekview GP, LLC, a Delaware limited liability company, the primary owner and developer of lands within the boundary of the District, and whose address is 7807 Baymeadows Road E, Suite 205, Jacksonville, FL 32256 (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by Ordinance of the Clay County Board of County Commissioners enacted on June 22, 2021, and effective as of June 29, 2021, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure as authorized by Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, the Landowner is currently the owner and developer of certain lands in Clay County (“**County**”), located within the boundaries of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of acquiring, planning, financing, constructing, installing, operating and/or maintaining certain improvements, including, but not limited to, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other improvements within or without the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021, describing the Master Infrastructure Project, as may be supplemented from time to time, including in conjunction with the District’s issuance of its Series 2024 Bonds as is hereinafter defined (the “**Engineer’s Report**” describing the “**Capital Improvement Plan**”), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the District is presently in the process of issuing bonds in one or more series (the “**Series 2024 Bonds**”) to finance a portion of the design, construction or acquisition of certain infrastructure improvements, as defined and set forth in the Capital Improvement Plan, as

supplemented to describe the improvements to be financed with the District' Series 2024 Bonds in the District's *Creekview Community Development District Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project)* (the "**Phase 2 Project**"); and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Capital Improvement Plan, including the Phase 2 Project ("**Work Product**"); or (ii) construction and/or installation of all of the improvements comprising the Capital Improvement Plan, including the Phase 2 Project ("**Improvements**"); and

WHEREAS, the District acknowledges the Landowner's need to commence or cause commencement of development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Landowner has advance funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") from Landowner and to provide an agreement for reimbursement to the Landowner under the terms and conditions 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 District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. WORK PRODUCT AND IMPROVEMENTS. The Phase 2 Project, as may be amended from time to time, represents those Improvements and Work Product that have met the requirements of this Agreement, have been acquired by the District, and are eligible for reimbursement to the Landowner when the Series 2024 Bonds are issued. In the event that the Series 2024 Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on such date or dates as the parties may jointly agree upon in writing, for all future acquisitions of Work Product or Improvements ("**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of its capital improvement plan, as may be adopted in the future.

a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of the

Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (such as, but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Series 2024 Bonds, and the requirements of this Agreement, the District shall pay the lesser of: (i) the actual cost creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of: (i) the actual cost of creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements.
- c. **Conveyances on “As-Is” Basis** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as-is” basis. Landowner agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Landowner shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.
- e. **Transfers to Third-Party Governments** – If any item acquired is to be conveyed to a third-party governmental body, then the Landowner agrees to cooperate

and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.

- f. **Permits** – The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the District Engineer has inspected the Work Product and/or Improvements well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements; (ii) the Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, County regulations and code and, if applicable, FDOT regulations and code; (iii) the Improvements are within the scope of the Act are expected to be included in the District's capital improvement plan and financed through the issuance of Series 2024 Bonds were installed in accordance with their specifications, are free from obstruction, and are capable of performing the functions for which the Improvements were intended; (iv) the total costs associated with the Improvements are accurate and representative of what was actually paid by Landowner or its affiliate or assign to create and/or construct the Improvements; (v) all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (vi) the Improvements specifically benefit property within the boundaries of the District.

3. CONVEYANCE OF REAL PROPERTY. When the Series 2024 Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on the Acquisition Date. In the event of such an acquisition, the Landowner agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost** – The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Phase 2 Project, and (ii) the purchase price for the Real Property is less than or

equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for the Real Property is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. ***Landowner Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Landowner of its right, easement and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Landowner shall pay the cost of recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, the Landowner shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Landowner and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Landowner's ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Landowner agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Landowner shall pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County tax collector an

amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes, assessments, or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. **ACQUISITIONS AND BOND PROCEEDS.** The District shall in good faith pursue the issuance of the Series 2024 Bonds to finance portions of the Phase 2 Project. In the event that the District issues the Series 2024 Bonds and has bond proceeds available to finance portions of the Phase 2 Project acquired by the District, and subject to the terms of the applicable documents relating to the Series 2024 Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement as may be amended from time to time; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for

any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, then the District shall not be obligated to make payment for such acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions related to the Phase 2 Project, and, thus does not make payment to the Landowner for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Landowner acknowledges that the District may convey some or all of the Work Product and/or Improvements to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

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

7. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. AMENDMENTS. 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 the District and the Landowner. Additionally, this Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders and noteholders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to District:** Creekview Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski |Van Wyk PLLC
517 E College Avenue
Tallahassee, Florida 32301
Attn: Jennifer Kilinski

B. If to Landowner: Creekview GP, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256
Attn: Gregg Kern

With a copy to: Patricia Nolan, Esq.
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256

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

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

13. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Landowner's obligations hereunder.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

15. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public record and treated as such in accordance with Florida law.

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred by sovereign immunity or by other operation of law.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. EFFECTIVE DATE. This Agreement shall be effective as of August 28, 2024.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the parties below execute the Acquisition Agreement.

Attest:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESSES:

CREEKVIEW GP, LLC, a Delaware limited
liability company

Print Name: _____

By: Michael C. Taylor
Its: Vice President

Exhibit A: *Engineer's Reports*

Exhibit A

Engineer's Report, dated August 26, 2021 (describing the "Master Infrastructure Project"), and the *Creekview Community Development District Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project)* issued in conjunction with the Series 2024 Bonds

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

10B

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 E College Avenue
Tallahassee, FL 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this ____ day of _____ 2024, by and between:

CREEKVIEW GP, LLC, a Delaware limited liability company, with a mailing address of 7807 Baymeadows Road E, Suite 205, Jacksonville, FL 32256 (together with its successors and assigns, the “**Landowner**” or “**Assignor**”); and

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is currently the owner of certain lands in Clay County, Florida, described by **Exhibit A** and generally identified as Phase 2 (Areas 4A and 4B), located within the boundaries of the District, which lands constitute the assessment area for the allocation of the Series 2024 Assessments securing repayment of the Series 2024 Bonds, as defined herein (the “**Series 2024 Assessment Area**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (“**Master Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**”), as supplemented by the *Creekview Community Development District Second Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 2 Project)*, dated August 21, 2024 (the “**2024 Engineer’s Report**”, and the improvements described therein, the “**Phase 2 Project**”, which together with the Master Engineer’s Report, herein after collectively the “**Engineer’s Report**”), attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the total cost of the Capital Improvement Plan is estimated to be approximately \$90,549,000; and

WHEREAS, a Final Judgment was issued on October 4, 2021, validating the authority of the District to issue up to \$115,325,000 in aggregate principal amount of Creekview Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing \$[_____] of Creekview Community Development District Special Assessment Revenue Bonds, Series 2024, to finance a portion of the Phase 2 Project (the “**Series 2024 Bonds**”); and

WHEREAS, the Phase 2 Project will be completed generally over the area known as the Series 2024 Assessment Area as described in the District’s *Second Supplemental Special Assessment Methodology Report*, dated August 28, 2024, which supplements that certain *Master Special Assessment Methodology Report*, dated August 27, 2021 (together, the “**Assessment Report**”) and as also described in the Engineer’s Report; and

WHEREAS, the District has taken the steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2024 Bonds; and

WHEREAS, the District's special assessments securing the Series 2024 Bonds (“**Series 2024 Assessments**”) will be imposed on those benefitted lands within the District as more specifically described in Resolutions 2021-30, 2022-04, and 2024-11 (collectively, “**Assessment Resolutions**”); and

WHEREAS, Assignor has acquired, or hereafter may acquire, certain rights in, to, under, or by virtue of certain contracts, agreements, and other documents (“**Development and Contract Rights**”), which now or hereafter affect the Series 2024 Assessment Area and the Phase 2 Project (collectively, “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate development of the Series 2024 Assessment Area, and the allocation of Series 2024 Assessments thereon, consistent with the Engineer’s Report and the Assessment Report until such time as the final platting of the Phase 2 Project (and the payment of any true-up amounts due and securing the Series 2024 Bonds) is completed (“**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Series 2024 Assessments securing the Series 2024 Bonds, the District has certain remedies with respect to the lien of the Series 2024 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (“**Remedial Rights**”); and

WHEREAS, as inducement to the District to issue the Series 2024 Bonds, it is necessary to require the collateral assignment of the Development and Contract Rights for the Series 2024 Assessment Area to complete the Phase 2 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Capital Improvement Program, including the Phase 2 Project, as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2024 Assessments levied against the Series 2024 Assessment Area owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Series 2024 Assessment Area, successors-in-interest (including successors in interest that are affiliates of Landowner) to the Landowner's lands shall be subject to this Assignment, which shall be recorded in the Official Records of Clay County, Florida, except as to Prior Transfers (defined below); and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Program, including the Phase 2 Project; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the occurrence of certain events described herein.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.

2. COLLATERAL ASSIGNMENT. In the event of Assignor's default in the payment of the Series 2024 Assessments securing the Series 2024 Bonds, the Assignee shall be entitled to exercise its Remedial Rights to secure control and/or title to the Series 2024 Assessment Area. Such exercise of Remedial Rights by Assignee may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity ("**SPE**") to hold title to the Series 2024 Assessment Area, as designee of the Assignee. The Assignor hereby agrees to unconditionally collaterally assign to Assignee or its designee, to the extent assignable, and to the extent that they are owned or controlled by Assignor, all of its Development and Contract Rights as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2024 Assessments levied against the Series 2024 Assessment Area. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relates solely to lots which have been conveyed to homebuilders or end-users effective as of such conveyance, and (y) any portion of the Development and Contract Rights which relates solely to any portion of the Series 2024 Assessment Area which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Clay County, Assignee, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association as may be required by the applicable permits,

approvals, entitlements or regulations affecting the District, if any, and the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a “**Prior Transfer**”). Subject to the foregoing, the Development and Contract Rights shall include the items listed in subsections (i) through (ix), but not be limited to, the following:

- i. Any declaration of covenants of a homeowner’s association governing the Series 2024 Assessment Area, as recorded in the Official Records of Clay County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the “Landowner” or “Declarant” thereunder.
- ii. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements to or affecting the Series 2024 Assessment Area.
- iii. Preliminary and final plats and/or site plans for the Series 2024 Assessment Area.
- iv. Architectural plans and specifications for buildings and other improvements to the Series 2024 Assessment Area, other than those associated with homebuilding and home construction.
- v. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Series 2024 Assessment Area and construction of improvements thereon.
- vi. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Series 2024 Assessment Area or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.
- vii. Franchise or other agreements for the provision of water and wastewater service to the Series 2024 Assessment Area, and all hookup fees and utility deposits paid by Assignor in connection therewith.
- viii. Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Series 2024 Assessment Area by Assignor in connection with the development of the Series 2024 Assessment Area or the construction of improvements thereon.

- ix. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.
- a) This Assignment is not intended to and shall not impair or interfere with the development of the Series 2024 Assessment Area, including, without limitation, any purchase and sale agreements for platted lots with homebuilders (“**Builder Contracts**”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2024 Assessments levied against the Series 2024 Assessment Area owned by the Assignor, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment. Further, this Assignment is not intended to restrict nor shall it be construed as restricting Assignor’s ability to assign Development and Contract Rights in the ordinary course of business, and the Assignor expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of the Assignor related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes effective. However, to the extent the Landowner’s exercise of rights set forth above causes the District to incur any cost, the Landowner agrees to pay such cost. Moreover, the Landowner agrees not to exercise any rights provided for herein in a manner adverse to the District’s interests.
- b) If this Assignment has not become absolute, any portion not previously terminated and/or property released in connection with a Prior Transfer shall automatically terminate upon the earliest to occur of the following events (herein, the “**Term**”): (i) payment of the Series 2024 Bonds in full; and (ii) Development Completion. At Landowner’s request and the District’s confirmation that the provisions of the foregoing have been satisfied, District and Landowner will record a notice or other appropriate instrument in the Public Records of Clay County, Florida, confirming the end of the Term. Without limiting the foregoing, upon a Prior Transfer, the portion of the Series 2024 Assessment Area so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment whether or not the Term has expired as to any other portion of the Series 2024 Assessment Area and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Series 2024 Assessment Area so transferred without making exception for this Assignment.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that, subject to the Builder Contracts now or hereafter executed by Assignor pursuant to the terms of the Builder Contracts:

- a) Other than in connection with the sale of lots to homebuilders or end users located within Series 2024 Assessment Area and in the ordinary course of business, Assignor has made no assignment of the Development and Contract Rights to any person other than Assignee.
- b) To the actual knowledge of Assignor and except as permitted or stated herein, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.
- c) To the actual knowledge of Assignor, there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.
- d) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.
- e) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.
- f) Any transfer, conveyance or sale of the Series 2024 Assessment Area shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment (including successors-in-interest that are affiliates of Landowner), except to the extent constituting a Prior Transfer.

4. ASSIGNOR COVENANTS. Assignor covenants with Assignee that during the Term:

- a) Assignor will use commercially reasonable efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to Assignee of any claim of material default relating to the Development and Contract Rights given to or by Assignor, together with a complete copy of any such claim.
- b) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

5. ASSIGNEE OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

6. EVENT(S) OF DEFAULT. Any material breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and after failure to cure within a reasonable cure period in light of the default (which cure period shall not be less than sixty (60) days (and shall not be construed to extend any other cure periods provided hereunder) unless Assignee, in its sole discretion, agrees to a longer cure period) constitute an Event of Default ("**Event of Default**"). Additionally, the failure to timely pay the Series 2024 Assessments levied and imposed upon lands owned by Assignor shall constitute an Event of Default.

7. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee or Assignee's designee may, as Assignee's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at Assignee's option:

- a) Perform any and all obligations of Assignor relating to the Development and Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could;
- b) Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;
- c) Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Series 2024 Assessment Area or the performance of Assignor's obligations under the Contract Documents. Neither entry upon and taking possession of the Series 2024 Assessment Area nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignee under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and/or
- d) Demand, effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignee following an Event of Default, that Assignor use commercially reasonable efforts: (i) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of Assignor or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignee following an Event of Default, Assignor will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2024 Bonds) nor waive or release any third party from the performance of any obligation to be performed or liability assumed under the terms of the Contract Documents or from liability on account of any warranty given by such third party, without the prior consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Assignor will not at any time

knowingly take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District or the District's bondholders.

8. AUTHORIZATION OF PERFORMANCE. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between Assignor, as the debtor, and Assignee, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and Assignor grants to Assignee a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, Assignee shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

10. SUCCESSORS; THIRD-PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Series 2024 Assessment Area here from upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2024 Bonds Outstanding, shall have the right to directly enforce the provisions of this Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Holders of the Series 2024 Bonds, which consent shall not be unreasonably withheld.

11. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by both the District and the Landowner.

13. AUTHORIZATION OF EXECUTION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the execution of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

14. NOTICES. All notices, requests, consents and other communications under this Assignment (the “**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

A. **If to District:** Creekview Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431
 Attn: District Manager

With a copy to: Kilinski |Van Wyk PLLC
 517 E College Avenue
 Tallahassee, Florida 32301
 Attn: Jennifer Kilinski

B. **If to Landowner:** Creekview GP, LLC
 7807 Baymeadows Road E, Suite 205
 Jacksonville, FL 32256
 Attn: Gregg Kern

With a copy to: Patricia Nolan, Esq.
 7807 Baymeadows Road E, Suite 205
 Jacksonville, FL 32256

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

15. ARM’S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm’s length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Clay County, Florida.

17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

22. TERMINATION. This Assignment shall continue in effect until it is rescinded in writing by the mutual assent of the parties. This Assignment shall also be terminated upon full payment of the Series 2024 Assessments securing the Series 2024 Bonds, as evidenced by a Termination of Assignment recorded by the District.

23. EFFECTIVE DATE. This Assignment shall be effective as of the ____ of _____, 2024.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

CREEKVIEW GP, LLC,
a Delaware limited liability company

Witness Signature
Printed name:_____

By: _____
Michael C. Taylor, its Vice President

Witness Signature
Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by Michael C. Taylor, as Vice President of Creekview GP, LLC, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Chairperson, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by Gregg Kern, as Chairperson of the Board of Supervisors of the Creekview Community Development District, for and on behalf of the District. She [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Series 2024 Assessment Area

Exhibit B: *Supplemental Engineer's Report*, dated August 21, 2024

EXHIBIT A

Series 2024 Assessment Area

AREA 4A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°56'28" EAST, 321.45 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 36.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°40'27" EAST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET; THENCE NORTH 51°04'16" WEST, 79.20 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°41'45" WEST, 282.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°32'14" WEST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°46'07" WEST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 266.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°01'52" WEST, 77.09 FEET; THENCE NORTH 54°15'41" WEST, 72.36 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°22'22" WEST, 275.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 847.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 265.25 FEET; THENCE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 1389.47 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 382.46 FEET; THENCE SOUTH 49°46'59" EAST, 343.22 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 60.78 ACRES, MORE OR LESS.

ETM

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ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8890, FAX: (904) 646-9485
REG - 2584 LC - 0000316

ASSESSMENT AREA 4A LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5A

AREA 4B

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 358.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°25'35" EAST, 358.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 1356.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°02'38" WEST, 1312.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1240.00 FEET, AN ARC DISTANCE OF 492.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°04'23" WEST, 489.29 FEET; THENCE NORTH 73°12'02" WEST, 664.69 FEET; THENCE SOUTH 89°09'21" WEST, 83.32 FEET; THENCE NORTH 79°19'58" WEST, 1130.66 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 652, OF SAID PUBLIC RECORDS; THENCE NORTH 89°25'48" EAST, ALONG LAST SAID LINE, 1108.39 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°12'59" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED "PARCEL 1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1846, PAGE 381, OF SAID PUBLIC RECORDS, 694.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 224.45 FEET; THENCE NORTH 90°00'00" EAST, 847.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°22'22" EAST, 275.44 FEET; THENCE SOUTH 54°15'41" EAST, 72.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°01'52" EAST, 77.09 FEET; THENCE SOUTH 90°00'00" EAST, 266.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'07" EAST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°32'14" EAST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'45" EAST, 282.99 FEET; THENCE SOUTH 51°04'16" EAST, 79.20 FEET, TO THE POINT OF BEGINNING.

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REG. - 2584 LC - 0000316

ASSESSMENT AREA 4B LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5B

EXHIBIT B

Supplemental Engineer's Report, dated August 21, 2024

[attached beginning at following page]

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

10C

**AGREEMENT BETWEEN THE CREEKVIEW COMMUNITY DEVELOPMENT
DISTRICT AND CREEKVIEW GP, LLC, REGARDING THE
COMPLETION OF DISTRICT IMPROVEMENTS**

THIS COMPLETION AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____ 2024, by and between:

Creekview Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

Creekview GP, LLC, a Delaware limited liability company, the primary owner and developer of lands within the boundary of the District, and whose address is 7807 Baymeadows Road E, Suite 205, Jacksonville, FL 32256 (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping, streetlighting, and other public infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner of certain lands in Clay County, Florida, generally identified as Phase 2 (Areas 4A and 4B), located within the boundaries of the District and described by **Exhibit A** (the “**Series 2024 Assessment Area**” or “**Landowner Lands**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (“**Master Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**”), as supplemented by the *Creekview Community Development District Second Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 2 Project)*, dated August 21, 2024 (the “**2024 Engineer’s Report**”, and the improvements described therein, the “**Phase 2 Project**”, which together with the Master Engineer’s Report, herein after collectively the “**Engineer’s Report**”), attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the total cost of the Capital Improvement Plan is estimated to be approximately \$90,549,000; and

WHEREAS, a Final Judgment was issued on October 4, 2021, validating the authority of the District to issue up to \$115,325,000 in aggregate principal amount of Creekview Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing \$[_____] of Creekview Community Development District Special Assessment Revenue Bonds, Series 2024, to finance a portion of the Phase 2 Project (the “**Series 2024 Bonds**”); and

WHEREAS, the Phase 2 Project will be completed generally over the area known as the Series 2024 Assessment Area as described in the District’s *Second Supplemental Special Assessment Methodology Report*, dated August 28, 2024, which supplements that certain *Master Special Assessment Methodology Report*, dated August 27, 2021 (together, the “**Assessment Report**”) and as also described in the Engineer’s Report; and

WHEREAS, in order to ensure that the Phase 2 Project is completed and funding is available in a timely manner to provide for completion, the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Phase 2 Project over and above the Series 2024 Bonds, including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

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 District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated herein by this reference as a material part of this Agreement.

2. COMPLETION OF PHASE 2 PROJECT. The Landowner and District agree and acknowledge that the District’s proposed Series 2024 Bonds will provide only a portion of the funds necessary to complete the Phase 2 Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Phase 2 Project which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs (“**Remaining Project**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Project nor shall anything in this Agreement be construed as prohibiting the District from doing so in the future. The District and Landowner hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Project is the subject of a District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Project under such contract pursuant thereto, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Project is not the subject of a District contract, the Landowner may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed the Remaining Project; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District's Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Future Bonds – The parties agree that any funds provided by Landowner to fund the Remaining Project may be later payable from, and the District's acquisition of the Remaining Project may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Series 2024 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Series 2024 Bonds – to provide funds for any portion of the Remaining Project. The Landowner shall be required to meet its obligations hereunder and complete the Phase 2 Project regardless of whether the District issues any future bonds (other than the Series 2024 Bonds) or otherwise pays the Landowner for any of the Remaining Project. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Landowner for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

(d) Impact Fee Credits – The parties recognize that the District is not anticipated to finance the total amount of the Capital Improvement Plan and portions of the Capital Improvement Plan are anticipated to be contributed by the Landowner to the District. To the extent that the District finances improvements that give rise to impact fee credits or similar forms of reimbursement (together, the “**Impact Fee Credits**”), the District shall be entitled to the amount of such Impact Fee Credits in the event that the Landowner's contribution, which may be realized in the form of funding, donation of infrastructure or donation of other qualified improvements or real property, at the completion of the Capital Improvement Plan is less than the amount of Impact Fee Credits

realized by the Landowner for the District's financing of the improvements that gave rise to such credits.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Phase 2 Project may change from that described in the 2024 Engineer's Report, depending upon final design of the Development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 2 Project shall be made by a written amendment to the 2024 Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Phase 2 Project shall require the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the bonds then outstanding; however such consent is not necessary when the scope, configuration, size and/or composition of the improvements making up the Phase 2 Project are materially changed in response to a requirement imposed by a regulatory agency.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Project which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government or public utility as is designated in the 2024 Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon: (a) the issuance of the Series 2024 Bonds and use of the proceeds thereof to fund a portion of the Phase 2 Project, and (b) the scope, configuration, size and/or composition of the Phase 2 Project not materially changing without the consent of the Landowner; however, such consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the improvements that make up the Phase 2 Project are materially changed in response to a requirement imposed by a regulatory agency. In the event of a material change to the scope, configuration, size and/or composition of the Phase 2 Project in response to a requirement imposed by a regulatory agency, the Landowner shall not consent to such material change without the prior written consent of the District.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (excluding punitive, special or consequential damages) and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the parties 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 fees and costs incurred, including

reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. 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 the District and the Landowner.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner, both the District and the Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications under this Agreement (the “**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Creekview Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E College Avenue
Tallahassee, FL 32301
Attn: Jennifer Kilinski

B. If to Landowner: Creekview GP, LLC
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256
Attn: Gregg Kern

With a copy to: Patricia Nolan, Esq.
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256

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

sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2024 Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2024 Bonds Outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other; provided that such consent shall not be unreasonably withheld by the District in the event of a sale of the majority of the Landowner Lands then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. TERMINATION. This Agreement shall continue in effect until completion of the Remaining Project, as evidenced by a Notice of Completion from the District Engineer.

[Signatures on following page]

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

Attest:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: Gregg Kern
Its: Chairperson

CREEKVIEW GP, LLC, a Delaware limited
liability company

Witness

By: Michael C. Taylor
Its: Vice President

Exhibit A: Series 2024 Assessment Area

Exhibit B: Engineer's Reports

EXHIBIT A

Series 2024 Assessment Area

AREA 4A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°56'28" EAST, 321.45 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 36.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°40'27" EAST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET; THENCE NORTH 51°04'16" WEST, 79.20 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°41'45" WEST, 282.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°32'14" WEST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°46'07" WEST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 266.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°01'52" WEST, 77.09 FEET; THENCE NORTH 54°15'41" WEST, 72.36 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°22'22" WEST, 275.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 847.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, 265.25 FEET; THENCE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 1389.47 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 382.46 FEET; THENCE SOUTH 49°46'59" EAST, 343.22 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 60.78 ACRES, MORE OR LESS.



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REG - 2364 LC - 0000316

ASSESSMENT AREA 4A LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5A

AREA 4B

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 358.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°25'35" EAST, 358.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 1356.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°02'38" WEST, 1312.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1240.00 FEET, AN ARC DISTANCE OF 492.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°04'23" WEST, 489.29 FEET; THENCE NORTH 73°12'02" WEST, 664.69 FEET; THENCE SOUTH 89°09'21" WEST, 83.32 FEET; THENCE NORTH 79°19'58" WEST, 1130.66 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 652, OF SAID PUBLIC RECORDS; THENCE NORTH 89°25'48" EAST, ALONG LAST SAID LINE, 1108.39 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°12'59" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED "PARCEL 1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1846, PAGE 381, OF SAID PUBLIC RECORDS, 694.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 224.45 FEET; THENCE NORTH 90°00'00" EAST, 847.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°22'22" EAST, 275.44 FEET; THENCE SOUTH 54°15'41" EAST, 72.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°01'52" EAST, 77.09 FEET; THENCE SOUTH 90°00'00" EAST, 266.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'07" EAST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°32'14" EAST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'45" EAST, 282.99 FEET; THENCE SOUTH 51°04'16" EAST, 79.20 FEET, TO THE POINT OF BEGINNING.

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ASSESSMENT AREA 4B LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5B

EXHIBIT B

Engineer's Report, dated August 26, 2021 and the
Supplemental Engineer's Report, dated February 14, 2022

[attached beginning at following page]

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

10D

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
517 E College Avenue
Tallahassee, FL 32301

**DECLARATION OF CONSENT TO THE JURISDICTION OF
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SERIES 2024 SPECIAL ASSESSMENTS**

Creekview GP, LLC, a Delaware limited liability company (the “**Landowner**”), is the owner and/or developer of certain lands located within the boundaries of the Creekview Community Development District (the “**District**”), generally identified as Phase 2 (Areas 4A and 4B) as further described herein and in the attached **Exhibit A** (the “**Series 2024 Assessment Area**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after June 29, 2021, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Clay County, Florida (the “**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2021-20, effective as of June 29, 2021, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from June 29, 2021, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2021-30, 2022-04, and 2024-11 (collectively, the “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, the “**Series 2024 Assessments**”). Such Series 2024 Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly: (i) acknowledges, represents and agrees that the Series 2024 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its \$_____ of Creekview Community Development District Special Assessment Revenue Bonds, Series 2024 are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2024 Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or objection to the Assessment Resolutions, the Series 2024 Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s

default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Series 2024 Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the Series 2024 Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Series 2024 Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Series 2024 Assessments is available from the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

6. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the ____ day of _____, 2024.

[Signature on following page]

WITNESSES:

Creekview GP, LLC, a Delaware limited liability company

Witness Signature

Printed name:_____

Witness Signature

Printed name:_____

By: Michael C. Taylor

Its: Vice President

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2024, by Michael C. Taylor, as Vice President of Creekview GP, LLC, for and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Series 2024 Assessment Area

EXHIBIT A

Series 2024 Assessment Area

AREA 4A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°56'28" EAST, 321.45 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 36.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°40'27" EAST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET; THENCE NORTH 51°04'16" WEST, 79.20 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°41'45" WEST, 282.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°32'14" WEST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°46'07" WEST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 266.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°01'52" WEST, 77.09 FEET; THENCE NORTH 54°15'41" WEST, 72.36 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°22'22" WEST, 275.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 847.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 265.25 FEET; THENCE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 1389.47 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 382.46 FEET; THENCE SOUTH 49°46'59" EAST, 343.22 FEET; THENCE SOUTH 8°07'58" EAST, 344.42 FEET, TO THE POINT OF BEGINNING.

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ASSESSMENT AREA 4A LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5A

AREA 4B

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 358.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°25'35" EAST, 358.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 1356.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°02'38" WEST, 1312.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1240.00 FEET, AN ARC DISTANCE OF 492.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°04'23" WEST, 489.29 FEET; THENCE NORTH 73°12'02" WEST, 664.69 FEET; THENCE SOUTH 89°09'21" WEST, 83.32 FEET; THENCE NORTH 79°19'58" WEST, 1130.66 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 652, OF SAID PUBLIC RECORDS; THENCE NORTH 89°25'48" EAST, ALONG LAST SAID LINE, 1108.39 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°12'59" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED "PARCEL 1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1846, PAGE 381, OF SAID PUBLIC RECORDS, 694.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE 224.45 FEET; THENCE NORTH 90°00'00" EAST, 847.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°22'22" EAST, 275.44 FEET; THENCE SOUTH 54°15'41" EAST, 72.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°01'52" EAST, 77.09 FEET; THENCE SOUTH 90°00'00" EAST, 266.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'07" EAST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°32'14" EAST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'45" EAST, 282.99 FEET; THENCE SOUTH 51°04'16" EAST, 79.20 FEET, TO THE POINT OF BEGINNING.

CONTAINING 95.18 ACRES, MORE OR LESS.

ETM

VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32256
TEL: (904) 642-8990, FAX: (904) 646-9485
REG. - 2584, LG - 0002016

ASSESSMENT AREA 4B LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5B

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

10E

This instrument was prepared by and upon recording should be returned to:

Jennifer Kilinski, Esq.
Kilinski |Van Wyk PLLC
517 E College Avenue
Tallahassee, FL 32301

(This space reserved for Clerk)

**AGREEMENT BY AND BETWEEN THE CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT AND CREEKVIEW GP, LLC, REGARDING THE TRUE-
UP AND PAYMENT OF ASSESSMENTS**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2024, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, and with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

CREEKVIEW GP, LLC, a Delaware limited liability company, with a mailing address of 7807 Baymeadows Road E, Suite 205, Jacksonville, FL 32256 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner and/or developer of certain lands located in Clay County, Florida and within the boundaries of the District and generally identified as Phase 2 (Areas 4A and 4B), as further described herein and in the attached **Exhibit A** (the “**Series 2024 Assessment Area**” or “**Landowner Lands**”, as applicable), which makes up a portion of the total lands owned by the Landowner within the District; and

WHEREAS, a Final Judgment was issued on October 4, 2021, validating the authority of the District to issue up to \$115,325,000 in aggregate principal amount Creekview Community Development District Special Assessment Revenue Bonds in one or more series to finance the design, acquisition, construction, installation, of community development facilities, services and improvements within and without the boundaries of the District as authorized by the Act and Ordinance (“**Capital Improvement Plan**”); and

WHEREAS, the District has adopted a Capital improvement Plan to finance the planning, design, acquisition and construction of various infrastructure improvements, facilities and services within the District, including within the Series 2024 Assessment Area, and as further detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (“**Master Engineer’s Report**”); and

WHEREAS, the Master Engineer’s Report describes various categories of improvements anticipated to be constructed within the District and describes the improvements as a system of interrelated improvements such that all improvements benefit the developable lands within the District, including the lands within the Series 2024 Assessment Area; and

WHEREAS, the *Creekview Community Development District Second Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 2 Project)*, dated August 21, 2024 (“**Phase 2 Engineer’s Report**” and the improvements set forth therein the “**Phase 2 Project**”) describes a portion of the Capital Improvement Plan to be financed by the District’s Series 2024 Bonds, as defined herein; and

WHEREAS, the District intends to issue \$[_____] of Creekview Community Development District Special Assessment Revenue Bonds, Series 2024 (the “**Series 2024 Bonds**”); and

WHEREAS, pursuant to District Resolution Nos. 2021-30, 2022-04, and 2024-11 (the “**Assessment Resolutions**”), the District has levied a master assessment lien over all lands within the District (“**Master Assessment Lien** and the inchoate assessments secured thereby, the “**Master Assessments**”), including a lien securing assessments on the Series 2024 Assessment Area, which lands are specially benefitted by the Phase 2 Project, to secure the repayment of the Series 2024 Bonds (“**Series 2024 Assessments**”); and

WHEREAS, the Series 2024 Bonds will be issued pursuant to the terms and provisions of a Master Trust Indenture, dated February 1, 2022 (“**Master Indenture**”), as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2024 (“**Second Supplemental Indenture**” and together with the Master Indenture, the “**Indenture**”); and

WHEREAS, the Indenture contemplates that the District may issue future series of its special assessment notes or bonds (“**Future Bonds**”) to finance costs of completing construction and/or acquisition of eligible public infrastructure that makes up the Capital Improvement Plan, including for Landowner’s Lands and upon Landowners’ request, and such infrastructure is anticipated to be eligible to be financed by Future Bonds; and

WHEREAS, Landowner agrees that all developable lands within the District, including all Series 2024 Assessment Area lands, benefit from the timely design, construction, or acquisition of the improvements that make up the Capital Improvement Plan, including the Phase 2 Project; and

WHEREAS, Landowner agrees that the Series 2024 Assessments which were imposed on the Series 2024 Assessment Area have been validly imposed and constitute valid, legal and binding liens upon the Series 2024 Assessment Area, which Series 2024 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice, publication or in the proceedings to levy, impose and collect the Series 2024 Assessments; and

WHEREAS, the Assessment Report (defined herein) provides that as Series 2024 Assessment Area lands are platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon such Series 2024 Assessment Area lands would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on such assessment area, which assumptions were provided by Landowner; and

WHEREAS, the Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**” and which calculation to determine the True-Up Payment shall be the “**True-Up Calculation**”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowners’ intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2024 Assessments, subject to the terms and conditions contained herein; and

WHEREAS, the *Master Special Assessment Methodology Report*, dated August 27, 2021, as supplemented by the *Second Supplemental Special Assessment Methodology Report*, dated August 27, 2024 (together, the “**Assessment Report**”), provides that as lands within the Series 2024 Assessment Area are platted or replatted, the allocation of the amounts assessed to and constituting a lien upon the Series 2024 Assessment Area will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the Series 2024 Assessment Area, which assumptions were provided by Landowner.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been legally and duly adopted by the District. Landowner further agrees that the Series 2024 Assessments imposed as liens by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2024 Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all Series 2024 Assessments to be collected by mailed notice of the District, said unpaid Series 2024 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law and as may be provided by the Indenture securing each series of bonds.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the Landowner Lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the Series 2024 Assessments.* As of the date of the execution of this Agreement, Landowner, pursuant to the entitlements obtained by it, anticipates that approximately 1,396 single-family residential units will be constructed within the District (including within the Landowner Lands), with 382 of such single-family residential units, in the size set forth in the Assessment Report, will be constructed within the Series 2024 Assessment Area (“**Anticipated Lots**”).
- B. *Process for Reallocation of Assessments.* For unplatted tracts, the Series 2024 Assessments will initially be levied on unplatted acreage in the Series 2024 Assessment Area and will be reallocated as lands are platted (the “**Reallocation**”). In connection with such platting of acreage, the Series 2024 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2024 Assessments to the residential product types being platted and any remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.
 - (i) Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to

the Reallocation of Series 2024 Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculations is to ensure that the debt associated with the Series 2024 Bonds will be able to be assigned to at least the Anticipated Lots within the Series 2024 Assessment Area necessary to absorb such Series 2024 Assessments. Thus, at the time of platting of any portion of the Series 2024 Assessment Area, or any re-platting thereof, there must be at least the number of Anticipated Lots in the Series 2024 Assessment Area on which to assign the bond debt. If not, subject to the exceptions contained herein, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in the Series 2024 Assessment Area consistent with the Assessment Report.

(iii) The True-Up calculations shall be performed each time the Series 2024 Assessment Area is platted or re-platted.

(iv) If at the time the True-Up calculations are performed, it is determined that less than the Anticipated Lots are to be platted within the Series 2024 Assessment Area, and such shortfall results in insufficient units to absorb the Series 2024 Assessments levied to secure the Series 2024 Bonds then outstanding, a True-Up Payment shall become due and payable by Landowner; provided, however, the Series 2024 Assessment Area may be amended by the District through request of the Landowner to include additional Landowner Lands as may be necessary to allow for platting of the number of units necessary for full absorption of the Series 2024 Assessments. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular installment payable for the Series 2024 Assessment Area lands owned by Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2024 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payments are made at least forty-five (45) days prior to an interest payment date on the Series 2024 Bonds, Landowner shall include accrued interest as part of the True-Up Payments to such interest payment date. If such True-Up Payments become due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment dates.

(i) The foregoing is based on the District's understanding with Landowner that Landowner will plat or cause to be platted at least the Anticipated Lots within the Series 2024 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more

or fewer than the anticipated residential dwelling units from being platted. In the event Landowner plats fewer than the Anticipated Lots within the Series 2024 Assessment Area, the Landowner may (a) make a True-Up Payment, or (b) leave unassigned Series 2024 Assessments on un-platted lands within the Series 2024 Assessment Area provided the maximum debt allocation per acre as set forth in the Assessment Resolution and Assessment Report is not exceeded, or (c) amend the Series 2024 Assessment Area to include a sufficient number of units to fully absorb the Series 2024 Assessments outstanding. In no event shall the District collect Series 2024 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Phase 2 Project, including all costs of financing and interest. The District, however, may collect Series 2024 Assessments in excess of the annual debt service related to the Phase 2 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2024 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Series 2024 Assessments collected in excess of the District's total debt service obligation for the Phase 2 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

- A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Series 2024 Assessment Area, binding upon Landowner and its successors and assigns as to the Series 2024 Assessment Area lands or portions thereof, and any transferee of any portion of the Series 2024 Assessment Area lands as set forth in this Section, except as permitted by subsection 6.B., below, or subject to the conditions set forth in subsection 6.C., below.
- B. ***Exceptions*** – Landowner shall not transfer any portion of the Series 2024 Assessment Area lands to any third party without complying with the terms of subsection 6.C. herein, other than:
 - i. Platted and fully developed lots to homebuilders restricted from re-platting;
 - ii. Platted and fully developed lots to end users; and
 - iii. Portions of the Series 2024 Assessment Area which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.
 - iv. Any transfer of any portion of Series 2024 Assessment Area lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of

such portion of Series 2024 Assessment Area lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

C. **Transfer Conditions** – Landowner shall not transfer any portion of the Series 2024 Assessment Area lands to any third party, except as permitted by Section 6.B. above, without satisfying the following condition (“**Transfer Condition**”): delivering a recorded copy of this Agreement to such third party and satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Series 2024 Assessment Area lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2024 Assessment Area lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection 6.B. herein, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (the “**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A. **If to District:** Creekview Community Development District
c/o Wrathell Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E College Avenue
Tallahassee, Florida 32301
Attn: Jennifer Kilinski, Esq

B. **If to Landowner:** Creekview GP, LLC
7807 Baymeadows Road E, Suite 205

Jacksonville, FL 32256
Attn: Gregg Kern

With a copy to:

Patricia Nolan, Esq.
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with the prior written consent of the Trustee of the Series 2024 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties, or until the earlier of the date on which the Series 2024 Assessments are fully allocated to platted units. In any event, this Agreement shall be deemed terminated automatically as to any lot sold to an end-user. This Agreement shall also be deemed terminated automatically on the Series 2024 Assessment Area lands or portion of the Series 2024 Assessment Area lands reflected in a Release of Lien as recorded by the District, so long as conditions for such recorded release are met and are consistent with the terms of this Agreement.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. Except as provided below, 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. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity 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. Notwithstanding the foregoing, the Trustee for the Series 2024 Bonds, on behalf of the Majority Owners (as defined in the Second Supplemental Indenture, dated September 1, 2024) of the Series 2024 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Clay County, Florida.

SECTION 15. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 16. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

SECTION 17. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Landowner agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Landowner shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Landowner does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of

the Agreement, transfer to the District, at no cost, all public records in Landowner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Landowner, Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Landowner acknowledges that the designated Public Records Custodian for the District is **Daphne Gillyard**.

IF LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA, 33431, (561) 561-0010 OR GILLYARDD@WHHASSOCIATES.COM.

[Signature pages follow]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

WITNESSES:

CREEKVIEW GP, LLC, a Delaware limited liability company

Witness Signature

Printed name:_____

By: Michael C. Taylor

Its: Vice President

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by Michael C. Taylor, as Vice President of Creekview GP, LLC, for and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Chairperson, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Gregg Kern, as Chairperson of the Board of Supervisors of the Creekview Community Development District, for and on behalf of the District. He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Series 2024 Assessment Area

EXHIBIT A

Series 2024 Assessment Area

AREA 4A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°56'28" EAST, 321.45 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 36.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°40'27" EAST, 36.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET; THENCE NORTH 51°04'16" WEST, 79.20 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°41'45" WEST, 282.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°32'14" WEST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°46'07" WEST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 266.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°01'52" WEST, 77.09 FEET; THENCE NORTH 54°15'41" WEST, 72.36 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°22'22" WEST, 275.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, 847.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 265.25 FEET; THENCE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 1389.47 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 382.46 FEET; THENCE SOUTH 49°46'59" EAST, 343.22 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 60.78 ACRES, MORE OR LESS.



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8950, FAX: (904) 646-5405
REG - 2584 LC - 0000316

ASSESSMENT AREA 4A LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5A

AREA 4B

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 6 THROUGH 11, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 358.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°25'35" EAST, 358.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°09'34" EAST, 705.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 101.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°15'42" EAST, 101.33 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1530.00 FEET, AN ARC DISTANCE OF 1356.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°02'38" WEST, 1312.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1240.00 FEET, AN ARC DISTANCE OF 492.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°04'23" WEST, 489.29 FEET; THENCE NORTH 73°12'02" WEST, 664.69 FEET; THENCE SOUTH 89°09'21" WEST, 83.32 FEET; THENCE NORTH 79°19'58" WEST, 1130.66 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 652, OF SAID PUBLIC RECORDS; THENCE NORTH 89°25'48" EAST, ALONG LAST SAID LINE, 1108.39 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE SOUTH 00°12'59" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESIGNATED "PARCEL 1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1846, PAGE 381, OF SAID PUBLIC RECORDS, 694.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 224.45 FEET; THENCE NORTH 90°00'00" EAST, 847.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 280.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°22'22" EAST, 275.44 FEET; THENCE SOUTH 54°15'41" EAST, 72.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 77.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°01'52" EAST, 77.09 FEET; THENCE SOUTH 90°00'00" EAST, 266.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 70.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 109.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 654.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'07" EAST, 600.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°32'14" EAST, 141.81 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 296.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'45" EAST, 282.99 FEET; THENCE SOUTH 51°04'16" EAST, 79.20 FEET, TO THE POINT OF BEGINNING.

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REG - 2584 LC - 0000316

ASSESSMENT AREA 4B LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 24-151

DRAWN BY: MKJ

DATE: JULY, 2024

DRAWING NO. PLATE 5B

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2024**

**CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2024**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 79,622	\$ -	\$ -	\$ 79,622
Investments				
Revenue	-	805,139	-	805,139
Reserve	-	1,553,181	-	1,553,181
Prepayment	-	5,959,230	-	5,959,230
Construction	-	-	79,311	79,311
Interest	-	87	-	87
Due from Landowner	-	-	1,338,802	1,338,802
Utility deposit	300	-	-	300
Total assets	<u>\$ 79,922</u>	<u>\$8,317,637</u>	<u>\$ 1,418,113</u>	<u>\$ 9,815,672</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 10,162	\$ -	\$ -	\$ 10,162
Contracts payable	-	-	1,422,637	1,422,637
Due to Creekview GP	19,600	29,102	-	48,702
Due to Developer	-	-	1,201	1,201
Tax payable	123	-	-	123
Retainage payable	-	-	125,698	125,698
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>35,885</u>	<u>29,102</u>	<u>1,549,536</u>	<u>1,614,523</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	-	1,338,802	1,338,802
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>1,338,802</u>	<u>1,338,802</u>
Fund balances:				
Restricted for:				
Debt service	-	8,288,535	-	8,288,535
Capital projects	-	-	(1,470,225)	(1,470,225)
Unassigned	44,037	-	-	44,037
Total fund balances	<u>44,037</u>	<u>8,288,535</u>	<u>(1,470,225)</u>	<u>6,862,347</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 79,922</u>	<u>\$8,317,637</u>	<u>\$ 1,418,113</u>	<u>\$ 9,815,672</u>

**CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 134,540	\$ 172,340	78%
Landowner contribution	-	57,072	296,850	19%
Lot closings	-	23,200	-	N/A
Total revenues	-	214,812	469,190	46%
EXPENDITURES				
Professional & administrative				
Supervisors	890	4,994	8,000	62%
Management/accounting/recording	3,750	37,500	45,000	83%
Debt service fund accounting/assessment roll prep	417	4,167	5,000	83%
O&M accounting	167	1,667	2,000	83%
Legal	3,092	14,947	25,000	60%
Engineering	1,667	12,461	3,000	415%
Audit	3,275	3,275	5,500	60%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	833	1,000	83%
EMMA software services	-	1,500	-	N/A
Trustee	-	4,031	5,000	81%
Telephone	17	167	200	84%
Postage	-	246	500	49%
Printing & binding	42	417	500	83%
Legal advertising	899	1,462	1,500	97%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	-	281	500	56%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Meeting room rental	-	1,980	900	220%
Total professional & administrative	14,299	96,008	110,690	87%
Field operations				
Landscape maintenance	-	53,289	300,000	18%
Landscape contingency	-	-	7,000	0%
Lake/stormwater maintenance	-	-	20,000	0%
Irrigation repairs	-	-	10,000	0%
Utilities				
Electric	294	1,187	5,000	24%
Streetlights	-	-	1,500	0%
Reuse	-	-	15,000	0%
Contingencies	-	22,685	-	N/A
Total field operations	294	77,161	358,500	22%
Total expenditures	14,593	173,169	469,190	37%
Excess/(deficiency) of revenues over/(under) expenditures	(14,593)	41,643	-	
Fund balances - beginning	58,630	2,394	-	
Fund balances - ending	\$ 44,037	\$ 44,037	\$ -	

**CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 1,392,581	\$ 1,553,180	90%
Assessment prepayments	408,528	6,036,129	-	N/A
Lot closings	-	167,605	-	N/A
Interest	27,770	154,920	-	N/A
Total revenues	<u>436,298</u>	<u>7,751,235</u>	<u>1,553,180</u>	499%
EXPENDITURES				
Debt service				
Principal	-	410,000	410,000	100%
Interest	-	1,150,063	1,150,063	100%
Total debt service	<u>-</u>	<u>1,560,063</u>	<u>1,560,063</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	436,298	6,191,172	(6,883)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(6,281)	(63,873)	-	N/A
Total other financing sources	<u>(6,281)</u>	<u>(63,873)</u>	<u>-</u>	N/A
Net change in fund balances	430,017	6,127,299	(6,883)	
Fund balances - beginning	7,858,518	2,161,236	2,144,441	
Fund balances - ending	<u>\$ 8,288,535</u>	<u>\$ 8,288,535</u>	<u>\$ 2,137,558</u>	

**CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 360,457	\$ 7,167,908
Interest	131	3,207
Total revenues	<u>360,588</u>	<u>7,171,115</u>
EXPENDITURES		
Capital outlay	<u>220,191</u>	<u>7,624,078</u>
Total expenditures	<u>220,191</u>	<u>7,624,078</u>
Excess/(deficiency) of revenues over/(under) expenditures	140,397	(452,963)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>6,281</u>	<u>63,873</u>
Total other financing sources/(uses)	<u>6,281</u>	<u>63,873</u>
Net change in fund balances	146,678	(389,090)
Fund balances - beginning	<u>(1,616,903)</u>	<u>(1,081,135)</u>
Fund balances - ending	<u><u>\$ (1,470,225)</u></u>	<u><u>\$ (1,470,225)</u></u>

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Creekview Community Development District held Public Hearings and a Regular Meeting on July 31, 2024 at 2:00 p.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073.

Present were:

Gregg Kern	Chair
Mike Taylor	Vice Chair
Rose Bock	Assistant Secretary
Brad Odom	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Chris Loy (via telephone)	Kilinski Van Wyk
Scott Wild (via telephone)	District Engineer
Rob Hamlett	First Service
James McMahon	Castle Group
Megan Maldonado	GreenPointe Developers

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 2:44 p.m.

Supervisors Kern, Taylor, Bock and Odom were present. Supervisor Cornelison was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consent Agenda

A. Ratification/Consideration of Requisitions (support documentation available upon request)

40	I.	Number 355	Xylem Water Solutions USA, Inc.	[\$1,575.00]
41	II.	Number 356	Jax Utilities Management, Inc.	[\$432,585.00]
42	III.	Number 357	Jax Utilities Management, Inc.	[\$707,517.00]
43	IV.	Number 358	Invision Construction, Inc.	[\$48,298.38]
44	V.	Number 359	Invision Construction, Inc.	[\$16,946.80]
45	VI.	Number 360	OnSight Industries, LLC	[\$2,998.00]
46	VII.	Number 361	Kilinski Van Wyk PLLC	[\$416.00]
47	VIII.	Number 362	The Tree Amigos Outdoor Services, Inc.	[\$50,000.00]
48	IX.	Number 363	The Tree Amigos Outdoor Services, Inc.	[\$21,600.00]
49	X.	Number 364	The Tree Amigos Outdoor Services, Inc.	[\$15,000.00]
50	XI.	Number 365	First Coast Electric, LLC	[\$4,275.00]
51	XII.	Number 366	First Coast Electric, LLC	[\$4,275.00]
52	XIII.	Number 367	Invision Construction, Inc.	[\$16,390.84]
53	XIV.	Number 368	Kilinski Van Wyk PLLC	[\$96.00]
54	XV.	Number 369	England-Thims & Miller, Inc.	[\$96,140.17]

55 **B. Ratification Items**

56 **I. Jax Utilities Management, Inc. Change Orders**

57 **a. No. 13 [Creekview Areas 1 and 2]**

58 **b. No. 14 [Creekview Areas 1 and 2]**

59

60 **On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the**
61 **Consent Agenda Items, were ratified and/or approved, as specified.**

62

63

64 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

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67 **A. Affidavit of Publication**

68 **B. Consideration of Resolution 2024-06, Relating to the Annual Appropriations and**

69 **Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending**

September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres presented Resolution 2024-06. 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.

Mr. Torres stated that the Budget and Assessment Public Hearings will be conducted simultaneously and Resolutions 2024-09 and 2024-10 will be adopted via one motion and vote.

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the Public Hearing was opened for both the Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget and the Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025.

No affected property owners or members of the public spoke with regard to the Fiscal Year 2025 Budget or Assessment items.

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, the Public Hearing was closed for both the Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget and the Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025.

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, and Resolution 2024-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, were adopted.

FIFTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

C. Consideration of Resolution 2024-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

This item was addressed during the Fourth Order of Business.

SIXTH ORDER OF BUSINESS

Presentation of Audited Financial Report for the Fiscal Year Ending September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank

Mr. Torres presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-08, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, Resolution 2024-08, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-09, Directing the Chairperson, Vice Chairperson and District Staff to File a

Petition with Clay County, Florida,
Requesting the Adoption of an Ordinance
Amending the District's Boundaries, and
Authorizing Such Other Actions as are
Necessary in Furtherance of the Boundary
Amendment Process; and Providing an
Effective Date

Ms. Kilinski presented Resolution 2024-09 and discussed the Boundary Amendment and stated that the Landowner asked the CDD to petition the County to amend the boundaries of the CDD to include an additional 157 acres. The process includes petitioning the County to amend the Ordinance Establishing the District to add the additional acreage.

A. Consideration of Boundary Amendment Funding Agreement

Ms. Kilinski noted that the Landowner will incur the expenses related to the Boundary Amendment, via Funding Agreement.

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the Resolution 2024-09, Directing the Chairperson, Vice Chairperson and District Staff to File a Petition with Clay County, Florida, Requesting the Adoption of an Ordinance Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date, was adopted, and the Boundary Amendment Funding Agreement, was approved.

NINTH ORDER OF BUSINESS

**Discussion/Consideration: Section
189.0694, Florida Statutes (Performance
Measures and Standards Reporting)**

Ms. Kilinski stated that this newly adopted legislation and requirements were discussed at the Sandridge CDD meeting held just before this meeting.

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, the Goals and Objectives developed and the Performance Measures/Standards & Annual Reporting Form, were approved.

TENTH ORDER OF BUSINESS

Review Pond Maintenance Proposals

The Board and Staff reviewed and discussed the proposals received from First Choice Aquatics, Charles Aquatics and SOLitude, including the scope of work each vendor included, pricing, qualifications of each vendor, etc.

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, the SOLitude proposal for Pond Maintenance, in the not-to-exceed annual amount of \$13,152, authorizing District Counsel to draft an Agreement and for Staff to work with SOLitude to provide the needed services within the specified not-to-exceed amount, were approved.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2024

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of June 25, 2024 Regular Meeting Minutes

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, the June 25, 2024 Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski|Van Wyk, PLLC

Ms. Kilinski reminded the Board of the requirement to complete four hours of ethics training by December 31, 2024. Completion of the requirement will be reported when filing Form 1 in 2025.

B. District Engineer: England-Thims & Miller, Inc.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: August 27, 2024 at 2:00 PM

- QUORUM CHECK

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220 **FOURTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

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222 There were no Board Members' comments or requests.

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224 **FIFTEENTH ORDER OF BUSINESS****Public Comments**

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226 No members of the public spoke.

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228 **SIXTEENTH ORDER OF BUSINESS****Adjournment**

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230 On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the
231 meeting adjourned at 3:02 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 24, 2023	Regular Meeting	2:00 PM*
November 28, 2023	Regular Meeting	2:00 PM
January 23, 2024 CANCELED	Regular Meeting	2:00 PM
February 27, 2024	Regular Meeting	2:00 PM
March 26, 2024 CANCELED	Regular Meeting	2:00 PM
April 23, 2024 CANCELED	Regular Meeting	2:00 PM
May 28, 2024	Regular Meeting	2:00 PM
June 25, 2024	Regular Meeting	2:00 PM
July 23, 2024 <i>rescheduled to July 31, 2024</i>	Regular Meeting	2:00 PM
July 31, 2024	Public Hearing & Regular Meeting	2:00 PM
August 27, 2024	Regular Meeting	2:00 PM
September 24, 2024	Regular Meeting	2:00 PM

Exception(s):

** Meeting will convene immediately following the adjournment of the Sandridge CDD meeting, scheduled to commence at 2:00 PM*