

# ANTILLIA COMMUNITY DEVELOPMENT DISTRICT 

MIAMI-DADE COUNTY Regular Board Meeting March 15, 2024 11:00 A.м.

Special District Services, Inc.
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AGENDAANTILLIA
COMMUNITY DEVELOPMENT DISTRICT
Conference Room of the Goldbetter, Miami Business Center1031 Ives Dairy RoadBldg 4, Suite 228
Miami, Florida 33179
REGULAR BOARD MEETINGMarch 15, 202411:00 A.M.
A. Call to Order
B. Proof of Publication. .Page 1
C. Establish Quorum
D. Consider Appointment to Vacancy

1. William "Bill" Fife Request for Appointment Consideration
E. Administer Oath of Office and Review Board Member Duties and Responsibilities
F. Election of Officers
G. Additions or Deletions to Agenda
H. Comments from the Public for Items Not on the Agenda
I. Approval of Minutes
2. November 7, 2023 Regular Board Meeting. ..... Page 2
J. New Business
3. Consider Approval of Resolution No. 2024-01 - Electronic Signature Policy. ..... Page 5
4. Consider Approval of Preliminary First Supplemental Methodology Report. ..... Page 8
5. Consider Approval of the Revised Engineers Report. ..... Page 21
6. Re-presenting the Following Agreements for Board Approval:
a. Assignment and Acquisition Agreement (2024 Project) ..... Page 112
b. Collateral Assignment and Assumption of Development Rights relating to Antillia (Series 2024 Bonds). ..... Page 133
c. Completion Agreement (2024 Project) ..... Page 143
d. Declaration of Consent to the Antillia Community Development District and to Imposition of Special Assessments (Series 2024 Bonds) ..... Page 153
e. Lien of Record of the Antillia Community Development District (Series 2024 Bonds) ..... Page 157
f. True-Up Agreement (Series 2024 Bonds). ..... Page 160
g. Partial Assignment and Assumption Agreement (Downrite Engineering Corp Site Improvement Contract) ..... Page 173
7. Consider Approval of Resolution No. 2024-02 - Approving a Proposed Budget for FY 2024/2025 and Setting a Public Hearing ..... Page 183
K. Auditor Selection Committee1. Ranking of Proposals/Consider Selection of an Auditor.Page 197
L. Old Business
M. Administrative Matters
8. Financial Update..........................................................................................Page 221
N. Board Members Comments
9. District Counsel's Memorandum Regarding Required Ethics Training and Financial Disclosure..................................................................................................Page......... 226
O. Adjourn

## MIAMI-DADE

## STATE OF FLORIDA

COUNTY OF MIAMI-DADE:
Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/kla Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT- FISCAL YEAR 2023/2024 MEETING SCHEDULE
in the $X X X X$ Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/ka Miami Review on

10/23/2023


#### Abstract

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50 , Florida




Sworn to and subscribed before me this
23 day of OCTOBER, A.D. 2023


ROSANA SALGADO personally known to me

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 MEETING SCHEDULE

The Board of Supervisors of the Antilia Community Development District will hold their regular meetings for Fiscal Year 2023/2024 at 11:00 a.m. in the Conference Room at the Goldbetter, Miami Business Center located at 1031 lves Dairy Road, Building 4, Suite 228, Miami, Florida 33179, as follows:

> November 7, 2023
> November 17, 2023
> December 15, 2023
> January 19, 2024
> February 16,20244
> March 15, 20244
> April 19, 2024
> May 17, 2024
> June 21, 2024
> August 16,2024
> September 20, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the Agendas for any of the meetings may be obtained from the District's website at www.antiliacdd.org or by contacting the District Manager at 1-877-737-4922 five (5) days prior to the date of the particular meeting

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at ( 561 ) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing $7-1-1$, or $1-800$ -$955-8771$ (TTM//1-800-955-8770 (Voice), for aid in contacting the District Office.

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

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

## District Manager

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT
www.antilliacdd.org
10/23
$23-18 / 0000690092 \mathrm{M}$

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING <br> NOVEMBER 7, 2023

## A. CALL TO ORDER

The November 7, 2023, Regular Board Meeting of the Antillia Community Development District (the "District") was called to order at 11:00 a.m. in the Goldbetter Miami Business Center Conference Room located at 1031 Ives Dairy Road, Bldg. 4, Suite 228, Miami, Florida 33179.

## B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the Miami Daily Business Review on October 23, 2023, as part of the District's Fiscal Year 2023/2024 Meeting Schedule, as legally required.

## C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance Chairman Michael Caputo, Vice Chairman Timothy Smith and Supervisor Jon Seifel.

Staff present included District Manager Gloria Perez of Special District Services, Inc.; and District Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro \& Ramsey, P.A.

## D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

## E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

## F. APPROVAL OF MINUTES <br> 1. August 4, 2023, Public Hearing \& Regular Board Meeting

The minutes of the August 4, 2023, Public Hearing \& Board Meeting were presented for consideration.

A MOTION was made by Supervisor Timothy Smith, seconded by Supervisor Michael Caputo and passed unanimously approving the minutes of the August 4, 2023, Public Hearing \& Regular Board Meeting, as presented.

## G. NEW BUSINESS

1. Consider Revised Engineer's Report Dated October 30, 2023

A MOTION was made by Supervisor Timothy Smith, seconded by Supervisor Michael Caputo and unanimously passed approving the Revised Engineer's Report dated October 30, 2023, as presented.

Mrs. Perez presented Resolution No. 2023-07, entitled:
RESOLUTION NO. 2023-07


#### Abstract

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANTILLIA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.


Mrs. Perez explained, as done every year for administrative and statutory requirements, within 60 days of any given fiscal year end, the Board adopts a revised/amended budget for said year. The fiscal year ended on September 30, 2023. This is the reason it is administrative in nature (past year's budget for past year's expenses) and will serve as the Board's final approval/ratification of the District's expenditures for the past fiscal year.

A MOTION was made by Supervisor Timothy Smith, seconded by Supervisor Michael Caputo and unanimously passed adopting Resolution No. 2023-07, as presented.

## H. OLD BUSINESS

There were no Old Business items to come before the Board.

## I. ADMINISTRATIVE MATTERS <br> 1. Financial Update

Financials were presented in the meeting book for the Board's review.

## J. BOARD MEMBER COMMENTS <br> 1. District Counsel Update on 2023 Required Ethics Training

Ms. Wald gave an overview of the 2023 Required Ethics Training Memorandum provided in the meeting book and addressed the Board's questions, noting that additional information would be provided in the beginning of the New Year.

## K. ADJOURNMENT

There being no further business to come before the Board, a MOTION was made by Supervisor Timothy Smith, seconded by Supervisor Michael Caputo and passed unanimously adjourning the Regular Board Meeting at 11:07 a.m.

## ATTESTED BY:

Secretary/Assistant Secretary
Chairperson/Vice-Chair


#### Abstract

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANTILLIA COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.


WHEREAS, the Antillia Community Development District (the "District"), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"); and

WHEREAS, the Board of Supervisors of the District regularly directs the District Manager of the District to execute and accept certain documents on behalf of the District and it is customary for certain documents to be transmitted via electronic means endorsed with electronic signatures; and

WHEREAS, consistent with Chapter 688, Florida Statutes, the District is responsible for adopting and implementing control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic commerce; and

WHEREAS, the District Board of Supervisors finds that it is in the best interest of the District to enact a policy pertaining to the use and receipt of electronic signatures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the District Board of Supervisors.

Section 2. The Board of Supervisors of the Antillia Community Development District hereby establishes and adopts the "Electronic Signature Policy," as follows:

## ELECTRONIC SIGNATURE POLICY

PURPOSE: The purpose of this policy is to establish and identify the criteria and requirements for the use and validation of electronic signatures on documents on behalf of and for District business in accordance with Chapter 688, Florida Statutes, "Electronic Signature Act".

DEFINITIONS:
Electronic means technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

Electronic record means a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic signature means any letters, characters, or symbols, manifested by electronic or similar means, or logically associated with a record and that is executed or adopted with the intent to sign the record.

Electronic transaction means a transaction that is conducted or performed, in whole or in part, by electronic means or electronic records.

Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

POLICY: This policy applies to any Electronic transaction that is a replacement for or complement to handwritten signatures on any record of or for the District, including, but not limited to, contracts, agreements, official minutes, bids, proposals and resolutions. Any Electronic record or Electronic signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. This policy does not limit the District's right or option to require original signatures or Records in a non-electronic format as the District deems necessary or as required by appliable policies, laws or regulations.

PROCEDURE: When a document containing an Electronic signature is signed, transmitted and received the following requirements must be met:

1. The Electronic signature must establish sender/user authenticity. The electronic signing of a document by an individual must be accompanied by documentation that shows that the signer is the individual signing the document and the individual that has the authority to bind the entity entering into an agreement or contract with the District.
2. If a document has been modified or changed, the prior Electronic signature is invalid and said document requires another Electronic signature or shall be signed by hand. This is to prevent any issue that a document has been changed after it is signed.
3. The District Manager, or his or her designee, has the authority and responsibility for approval of any Electronic signature method utilized and shall be responsible for the
implementation of control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of District business transactions conducted using electronic methods.
4. The Electronic signature shall include the entire name of the individual and shall be located on or near the signature block on the document being electronically signed.
5. The date of the Electronic signature must be captured, stored, and available for retrieval for the required retention period of the document executed.
6. The Electronic record must be transmitted to all parties in a format acceptable to the District Manager, or his or her designee.

Section 3. The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 5. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15 ${ }^{\text {th }}$ DAY OF MARCH, 2024.

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT


# Preliminary First Supplemental Special Assessment Methodology Report 

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

February 16, 2024

# SPECIAL DISTRICT SERVICES, INC 

2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

### 1.0 INTRODUCTION

The Antillia Community Development District (the "District") is a local unit of special-purpose government located in Miami-Dade County, Florida (the "County"). The District was established effective September 11, 2022, by Ordinance No. 22-103 enacted by the Board of County Commissioners of the County to provide for the construction and/or acquisition, financing, long-term administration and management of certain public infrastructure of the Antillia development (the "Development").

The District contains approximately 44.21 gross acres and is planned for the following land uses:

## Table 1 - Proposed Land Uses for the District

| Land Use Category | Unit |
| :---: | :---: |
| Townhomes/Villas | 563 Dwelling units |

This Preliminary First Supplemental Special Assessment Methodology Report dated February 16, 2024 (the "First Supplemental Report"), prepared by Special District Services, Inc. sets forth the allocation of special assessments as it relates to the sale and issuance of special assessment bonds ("Series 2024 Bonds") for financing a portion of the public infrastructure and will equitably allocate the costs being incurred by the District to provide the benefits of the Project (defined herein) to the assessable lands in the District as identified herein on Exhibit "A". The public improvements to be constructed or acquired by the District (the "Project") are described below and in the Master Engineer's Report dated October 13, 2022 with a revised date of February 6, 2024 as amended and supplemented (the "Engineer's Report"), prepared by HSQ Group, LLC (the "District's Engineer").

### 2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The Project is comprised of an interrelated system of public infrastructure improvements which will serve and specially benefit all assessable lands within the District. The public improvements comprising the Project will serve all assessable lands within the District and the improvements will be interrelated such that they will reinforce one another. The total cost of the Project is currently estimated to be $\$ 18,377,177$. A detail of the estimated Project costs for the development is included herein on Table A. The Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within the District. The Project has been designed to be functional and confer special benefits to the landowners within the District. Any portion of the Project not financed through the issuance of Bonds will be paid for by CRE-KL Antillia Owner LLC, or its successors or assigns (herein the "Developer").

Construction and/or acquisition and maintenance obligations for the District's proposed infrastructure improvements constituting the Project are described in the Engineer's Report.

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

### 3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction or acquisition, of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefited real property within the District. These assessments are based on the special and peculiar benefits accruing to such property from the public improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property within the District as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties in the District must be sufficient to cover the debt service of the Series 2024 Bonds that will be issued for financing all or a portion of the Project.

Until all the land within the District has been platted and sold, the assessments on the portion of land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted will the developable acreage be determined, the final plat be certain, the development density known and the product types confirmed.

### 4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments in the District, two interrelated factors were used:
A. Allocation of Benefit: Each parcel of land, lot and/or unit within the District benefits from the construction and financing of the proposed improvements.
B. Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within the District cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

The planned improvements comprising the Project is an integrated system of facilities designed to provide benefits to the assessable property within the District as a whole. The Project is intended to work as a total system which will provide special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an equivalent residential unit ("ERU") to each townhome and villa unit. ${ }^{1}$ It has been determined that the townhome units and villa units receive the same benefits from the Project and therefore, for the purpose of this First Supplemental Report each townhome/villa unit will be assigned one (1) ERU.

[^0]Given the District's approved land use plan and the type of infrastructure to be funded by the proposed special assessments, this method results in a fair allocation of benefits and an equitable allocation of costs for the Project. The special benefit received and applied to each parcel and/or residential dwelling unit/lot as a result of the construction of public infrastructure improvements will equal or exceed the cost of such units allocated to each parcel and/or unit/lot. However, if the future platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

To the extent land is sold in bulk to a third party, prior to platting, then, the District will assign debt based upon the development rights conveyed based upon the ERU factors as shown herein.

### 5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments for the District are planned to be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; Florida Statutes ("F.S.") for platted lots, or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Section 197.3632, F.S., or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the $1 \%$ collection fee of the County Tax Collector, a $1 \%$ service fee of the County Property Appraiser and a $4 \%$ discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and maintenance assessment amounts by a factor of 0.94 . In the event the special assessments are direct billed, then, the collection costs and discounts may not apply.

### 6.0 FINANCING STRUCTURE

The cost of the Project will be approximately $\$ 18,377,177$. The construction program and the costs associated therewith are identified herein on Table A.

All, or a portion of the capital improvements comprising the Project will be financed by the Series 2024 Bonds, which will be payable from and secured by special assessments levied annually on all assessable properties/lots/units in the District. The Series 2024 Bonds are being issued to finance a portion of the Project (the "2024 Project"). The expected principal amount of the 2024 Bonds to be issued to finance the 2024 Project is $\$ 11,145,000^{2}$. The expected net proceeds of the 2024 Bonds will provide $\$ 9,293,063^{2}$ for construction related costs. The sizing of the Series 2024 Bonds includes a debt service reserve fund, capitalized interest, issuance costs and underwriter's discount as shown herein on Table B.

### 7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of costs and benefits, shown herein on Table C and Table D, for the infrastructure improvements financed by the District for the 2024 Project (estimated at $\$ 18,377,177$ ) is initially based on the number of dwelling units (563) projected to be developed within the District and benefited by the infrastructure improvements comprising the Project. Based on the estimated Series 2024 Bond size of $\$ 11,145,000^{2}$, at an estimated interest rate of $5.75 \%$, the maximum annual debt service for the Series 2024 Bonds as shown herein on Table E, will be $\$ 788,200^{2}$, which has not been grossed up to include

[^1]the $1 \%$ County Tax Collector fee, $1 \%$ County Property Appraiser fee, and $4 \%$ discount for early payment of taxes.

To ensure that each residential dwelling unit is assessed no more than their pro-rata amount of the maximum annual debt service shown herein on Table E, the District will be required to perform a "true-up" analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining assessable dwelling units in the District. The District shall, at the time a plat or re-plat within the District is submitted to the County:
A. Assume that the total number of assessable residential units being utilized as a basis for this assessment methodology is as described below, Table 2 ("Total Assessable Lots/Units").

Table 2 - Total Assessable Lots/Units for the District

| Land Use Category | Unit |
| :---: | :---: |
| VILLAS | 422 Dwelling Units |
| TOWNHOMES | 141 Dwelling Units |
| TOTAL | $\mathbf{5 6 3}$ |

A. Ascertain the number of assessable residential dwelling units in the proposed plat or replat and all prior plats ("Planned Assessable Units").
B. Ascertain the current amount of potential remaining assessable dwelling units ("Remaining Assessable Units").

If the Planned Assessable Lots/Units are equal to the Total Assessable Lots/Units no action would be required at that time. However, if the sum of the Planned Assessable Lots/Units and the Remaining Assessable Lots/Units are less than an estimated number reflected in Table 2, the Developer will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Series 2024 Bonds plus accrued interest such that the amount of non-ad valorem special assessments allocated to each Planned Assessable Lot does not exceed the amount of debt service that would have been allocated thereto had the total number of Planned Assessable Lots/Units and Remaining Assessable Lots/Units not changed from what is represented in Table 2. Conversely, if the Planned Assessable Lots/Units and Remaining Assessable Lots/Units of the residential lots/units is greater than the Total Assessable Lots/Units, then, there will be a pro-rata decrease in the annual nonad valorem assessments to all of the benefited properties.

All assessments levied run with the land. In the event of a plat or replat, a determination of a true-up payment shall be based on the terms and provisions of a true-up agreement entered into between the District and the applicable landowner. It is the responsibility of the landowner of record to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied. In the event that additional land not currently subject to the assessments is developed in such a manner as to receive special benefit from the 2024 Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-
applying this allocation methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

### 8.0 PRELIMINARY ASSESSMENT ROLL

As of the date of this First Supplemental Report, the Development is undergoing plat approval for 563 residential dwelling units as identified herein on Table E and Table F.

Assessable lands within the District consist of $44.21+/-$ acres as described in Exhibit "A" attached hereto and as outlined herein on Table F. The par amount of Series 2024 Bonds to be issued by the District to pay for the 2024 Project will be $\$ 11,145,000^{2}$. For the purpose of this First Supplemental Report it is expected that each gross acre will be assigned $\$ 18,966.54^{2}$ of par Bond debt as described herein on Table F prior to platting. Prior to final plat approval the assessments levied against the lands/lots within the District will be apportioned on a gross acre basis. As platting occurs the special assessments will be assigned to the 563 townhome/villa units in accordance with the methodology set forth in this First Supplemental Report on a first platted, first assigned basis. When fully developed the District will contain a total of 563 dwelling units as identified herein on Tables C, D and $\mathbf{F}$.

### 9.0 ADDITIONAL STIPULATIONS

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

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

TABLE A

## PROJECT COST ESTIMATES

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

|  | TOTAL |  |
| :---: | :---: | :---: |
| LAKE EXCAVATION \& EARTHWORK | \$ | 4,123,182 |
| ROADWAY | \$ | 1,777,505 |
| STORMWATER MANAGEMENT SYSTEM | \$ | 1,960,000 |
| ON-SITE LAKE PROPERTY ACQUISITION (TRACTS B \& D) | \$ | 1,342,645 |
| WATER MAIN DISTRIBUTION SYSTEM | \$ | 1,855,000 |
| WASTEWATER COLLECTION SYSTEM | \$ | 2,265,000 |
| PUMP STATION \& TRANSMISSION SYSTEM | \$ | 570,000 |
| HARDSCAPE, LANDSCAPE \& IRRIGATION | \$ | 1,688,857 |
| STREET LIGHTING \& ELECTRICAL CONDUITS | \$ | 225,000 |
| MD-WASD WATER \& SEWER IMPACT FEES | \$ | 649,336 |
| PROFESSIONAL CONSULTANT SERVICES | \$ | 250,000 |
| CONTINGENCY COSTS | \$ | 1,670,652 |
| TOTAL | \$ | 18,377,177 |

TABLE B

## BOND SIZING

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

|  | BOND SIZING |  |
| :---: | :---: | :---: |
| Par Amount* | \$ | 11,145,000 |
| Debt Service Reserve Fund (DSRF) | \$ | $(788,200)$ |
| Capitalized Interest | \$ | $(640,838)$ |
| Issuance Costs | \$ | $(422,900)$ |
| Construction Funds | \$ | 9,293,063 |
| Bond Interest Rate |  | 5.75\% |
| Principal Amortization Period (Years) |  | 30 |

*Subject to change at final bond pricing

## TABLE C

## ALLOCATION OF PROJECT COSTS

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

\(\left.$$
\begin{array}{|l|c|c|c|c|c|}\hline \text { Product } & \begin{array}{c}\text { Number of } \\
\text { Units } \\
\text { by Type }\end{array} & \text { ERU Factor* } & \begin{array}{c}\text { Total } \\
\text { ERUs* }\end{array} & \begin{array}{c}\text { Project Cost } \\
\text { Allocation Per Type }\end{array} & \begin{array}{c}\text { Project Cost } \\
\text { Allocation Per } \\
\text { Unit* }\end{array}
$$ <br>

\hline VILLAS \& 422 \& 1.00 \& 422.00 \& \$ \& 13,774,722\end{array}\right\}\)| 32,642 |
| :--- |
| TOWNHOME |

*Rounded

TABLE D

## ALLOCATION OF BOND DEBT

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

| Product | Number of <br> Units <br> by Type | ERU Factor* | Total <br> ERUs* | Bond Debt <br> Allocation Per Unit <br> Type* | Bond Debt <br> Allocation Per <br> Unit* |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| VILLAS | 422 | 1.00 | 422.00 | $\$$ | $8,353,801$ | $\$$ |
| TOWNHOME | 141 | 1.00 | 141.00 | $\$$ | $2,791,199$ | $\$$ |
| TOTAL | $\mathbf{5 6 3}$ | N/A | $\mathbf{5 6 3 . 0 0}$ | $\$$ | $\mathbf{1 1 , 1 4 5 , 0 0 0}$ | 19,796 |

*Rounded

TABLE E

## CALCULATION OF ANNUAL DEBT SERVICE

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

## 2024 Series

Bond Debt

| 1 | Maximum Annual Debt Service | \$ | 788,200.00 |
| :---: | :---: | :---: | :---: |
| 2 | Maximum Annual Debt Service Assessment to be Collected | \$ | 838,510.64 |
| 3 | Total Number of Gross Acres |  | 44.21 |
| 4 | Maximum Annual Debt Service per Gross Acre |  | \$18,966.54 |
| 5 | Total Number of Residential Units Planned |  | 563 |
| 6 | Maximum Annual Debt Service per Unit Type | See Table F |  |

*Grossed up to include $1 \%$ collection fee of the County Tax Collector, $1 \%$ service fee of the County Property Appraiser and $4 \%$ for early payment of taxes.

TABLE F

## ALLOCATION OF DEBT SERIVCE ASSESSMENTS

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

$\left.\begin{array}{|l|c|c|c|c|c|}\hline \text { Product } & \begin{array}{c}\text { Number of } \\ \text { Units by } \\ \text { Type }\end{array} & \text { ERU Factor* } & \text { Total ERUs* } & \begin{array}{c}* * \text { Maximum } \\ \text { Annual Debt } \\ \text { Assessment Per } \\ \text { Unit Type* }\end{array} & \begin{array}{c}* * \text { Maximum } \\ \text { Annual Debt } \\ \text { Assessment Per } \\ \text { Unit* }\end{array} \\ \hline \text { VILLAS } & 422 & 1.00 & 422.00 & \$ & 628,511\end{array}\right\}$

| Folio ID\#'s and/or Parcel <br> Plat Description | Developable <br> Acreage by <br> Parcel | $* *$ Maximum <br> Annual Debt <br> Assessment Per <br> Acre* | Par Debt Per <br> Acre | Total Par Debt*** |
| :---: | :---: | :---: | :---: | :---: |
| See Exhibit A | 44.21 | $\$ 18,966.54$ | $\$$ | $252,092.29$ |
| TOTALS |  | N/A | N/A | $\$$ |
| $101,145,000$ |  |  |  |  |

*Rounded
**Grossed up to include $1 \%$ collection fee of the County Tax Collector, $1 \%$ service fee of the County Property Appraiser and $4 \%$ for early payment of taxes.
***Subject to change at final bond pricing


## ENGINEER'S REPORT

## THE ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

Prepared For:

## BOARD OF SUPERVISORS

THE ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

District Engineer:


Original Date: October 13, 2022
Revised Date: February 6, 2024

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## SECTION 1 INTRODUCTION

HSQ Group, LLC. has prepared the following engineer's report to provide a description of the proposed Capital Improvement Plan (CIP) and estimated costs for the Antillia Community Development District (District).

## Report Revised (Date: February 6, 2024)

The original approved CDD Engineer's Report has been updated to reflect the additional cost of the imported fill material needed in order to develop the project and the land value of the on-site lake area tracts. The following sections of the report were modified accordingly:

- Section 3 - Site Plan Information - Table 1 (Updated Land Use Acreages)
- Section 4 - Capital Improvement Plan (CIP) - Stormwater Management System
- Section 7 - CIP Construction Costs - Table 4 - Lake Excavation \& Earthwork Items
- Section 7 - CIP Construction Costs - Table 4 - On-Site Lake Property Acquisition (Tracts B \& D)
- Exhibit D - Engineer's Cost Estimates - Lake Excavation \& Earthwork Items - E-6 Import Fill


## SECTION 2 GENERAL SITE DESCRIPTION

The site is located in the Southeast $1 / 4$ of Section 25 , Township 57 S , and Range 38 E within unincorporated, Miami-Dade County, Florida. The property is situated north of Southwest $360^{\text {th }}$ Street and east of Southwest $180^{\text {th }}$ Avenue. The overall area currently consists of four (4) separate parcels with folio numbers 30-7825-000-0120, 30-7825-000-0180, 30-7825-000-0230, and 30-7825-000-0240. The overall gross area of the property is approximately 44.21 acres. All the parcels are currently owned by CRE KL Antillia Owner, LLC.

The site is currently vacant with a portion of the property used as a plant nursery. The property also consists of some wetland areas, which will be completely mitigated off-site and not financed by the District. Located north of the property is the Gateway West Subdivision. Along the eastern boundary is the Gateway Estates Mobile Home Park. Further east of the mobile home park is South Dixie Highway, also known as US Highway No.1. Directly south and west of the site are existing public rights-of-way for Southwest $360^{\text {th }}$ Street and Southwest $180^{\text {th }}$ Avenue, respectfully. Southwest $360^{\text {th }}$ Street is the limit for the Miami Dade County Urban Development Boundary (UDB).

## Refer to Exhibit A (Site Location Map) and Exhibit B (T-Plat \& Survey)

## SECTION 3 SITE PLAN INFORMATION

The District consists of a residential development with a total of 563 townhome units. The following is the proposed land uses for the District.

TABLE 1

| Land Use | Acreage |
| :--- | :---: |
| Gross Site Area | 44.21 |
| Public Right-of-Way Dedications | 1.69 |
| Net Site Area | 42.52 |
| Townhome Lot Areas | 23.31 |
| Roadway Tracts | 9.55 |
| Stormwater Management Tracts | 3.65 |
| Common Area Tracts | 6.01 |

## Refer to Exhibit C (Overall Site Plan)

## SECTION 4 CAPITAL IMPROVEMENT PLAN (CIP)

## Internal Roadway Improvements

The internal roadways for the proposed development will not be included within the CIP to the extent such roadways are behind a gate. Only the stormwater elements of the private roads will be part of the CIP. The on-site sidewalks will be constructed by the homebuilder, as part of the townhomes building construction phase.

## Off-Site Roadway Improvements

The off-site roadways for the proposed development will be included within the CIP. All these roadways will be designed to comply with the current standards from the Miami Dade County Public Works Department and Traffic Engineering Division. The off-site roadway improvements for this development are located within Southwest $180^{\text {th }}$ Avenue, Southwest $360^{\text {th }}$ Street, and Southwest $178^{\text {th }}$ Avenue. The roadway construction is comprised of a sub-grade level with a lime-rock base course and final asphalt pavement. There will also be some roadside drainage improvements and the installation of concrete sidewalks at the ultimate right-of-way limits.

The off-site roadway improvements will be financed by the District. The ownership, operation, and maintenance will be provided by the Miami Dade County Public Works Department.

## Stormwater Management System

The stormwater management system will be included within the CIP. The system will be designed to comply with the current design criteria from both the South Florida Water Management District (SFWMD) and the Miami Dade County RER Water Control Section. The stormwater system consists of drainage inlets and culverts, including exfiltration trenches, throughout the development.

Per SFWMD and county requirements, all the proposed buildings within the development must be elevated at least 1 -foot above the FEMA base flood elevation. In addition, the county requires the entire site to be raised to a certain minimum elevation to meet the county flood criteria. In order to meet this design criteria, the entire property must be substantially raised. This will require imported fill material for the development, in addition to the material excavated from the on-site lake area. The fill material, reflected in the cost estimate, will be used for the areas within the property that will be owned, operated or maintained by the District and not for the common areas or fee simple lots.

The stormwater management system will also incorporate both platted tracts B and D in order to create an on-site lake area (wet retention). Tract B consists of 2.81 acres and Tract $D$ is 0.84 acres, totaling 3.65 acres, which Developer intends to grant to the District and the purchase price to be paid by the District will not exceed either the appraised value of the land, or Developer's cost, whichever is less. An appraisal was obtained by the District and the value for the lake area tracts were estimated to be $\$ 1,907,928.00$ ( $\$ 12$ Per S.F.). However, based on the final purchase price for the overall property, the developer's land cost was $\$ 367,848.00$ per acre. Therefore, based on cost, the value of the lake area tracts is $\$ 1,342,645.00$

The stormwater management system will be financed by and dedicated to the District for ownership, operation, and maintenance.

## Water Main Distribution System

The water main distribution system will be included within the CIP. The water main system will be designed to comply with the current standards from the Miami Dade Water \& Sewer Department (MD-WASD), Miami Dade County RER Water Section, Miami Dade Fire Rescue Division, and the Florida Department of Health. The master system consists of 8 -inch diameter water mains located within the internal roadway areas and off-site public right-of-way. Also included in this system, there will be fire hydrants, gate valves, and water meters included throughout the project. The overall water main system will be looped with two (2) separate connections to the new 8 -inch diameter water main within Southwest $180^{\text {th }}$ Avenue, which will also be installed as part of this development. The entire system will have a 12-foot-wide utility easement that will be dedicated to the Miami Dade Water \& Sewer Department (MD-WASD) for future operation and maintenance purposes. The CIP will not include the cost of any lateral lines beyond any private property line.

The water main distribution system and MD-WASD water connection fees will be financed by the District. The ownership, operation, and maintenance will be provided by MD-WASD.

## Wastewater Collection \& Transmission Systems

The wastewater collection and transmission systems will be included within the CIP. The wastewater system will be designed to comply with the current standards from the Miami Dade Water \& Sewer Department (MD-WASD), Miami Dade County RER Wastewater Section, and the Florida Department of Environmental Protection. The wastewater collection system consists of 8inch diameter gravity sewer mains and 4 -foot diameter manholes throughout the project. The entire system will discharge all the sewer flows generated from the development into an on-site sewage pump station. There will be a 6 -inch force main that will discharge all the sewer flows from the onsite pump station to the existing 24 " force main located within Southwest $180^{\text {th }}$ Avenue. All wastewater collection and transmission systems for the development will be owned and maintained by the Miami Dade Water and Sewer Department (MD-WASD). The CIP will not include the cost of any lateral lines beyond any private property line.

The wastewater collection and transmission systems and MD-WASD sewer connection fees will be financed by the District. The ownership, operation, and maintenance will be provided by MD-WASD.

## Hardscape. Landscape \& Irrigation

The hardscape, landscape and irrigation systems will be included within the CIP. These systems will be designed to comply with the current standards from the Miami Dade County Zoning Code. There will be a master irrigation system installed for both the internal common areas and within the adjacent public right-of-way. The hardscape and landscape areas will consist of the entry features, perimeter buffers, and street trees located in public rights of way. No hardscaping, irrgation or landscaping behind the gates are included as part of the CIP.

The applicable portions of the hardscape, landscape and irrigation systems will be financed by and dedicated to the District for ownership, operation, and maintenance.

## Street Lighting \& Electrical Facilities

The internal street lighting and electrical facilities will be provided and maintained by the Florida Power \& Light Company (FPL). The district will enter into a lease agreement with FPL for both the street lighting and electrical systems within the development. Therefore, these facilities will not be part of the proposed CIP for the District. However, the differential cost of undergrounding the electric utility lines, will be part of the CIP and financed by the District.

## Professional Consultant Services

The professional consultant services will be included within the CIP. These services include surveying, civil engineering and architectural. The tasks associated with these services are design, permitting, and development/construction management. These tasks are required during the design, permitting and construction phases of the development to obtain the governmental agency approvals required for the public improvements being funded by the District.

## SECTION 5 CIP FINANCING

The following table indicates the financing, operation, and maintenance for the District's CIP.
TABLE 2

| CIP Description | Financed By | Operation \& Maintenance |
| :--- | :---: | :---: |
| Internal Roadway Improvements | HOA | HOA |
| Off-Site Roadway Improvements | District | MDC Public Works Dept. |
| Stormwater Management System | District | District |
| Water Main Distribution System | District | MD-WASD |
| Wastewater Collection \& Transmission | District | MD-WASD |
| Hardscape, Landscape \& Irrigation <br> (Only in Public Rights-of-ways) | District | District |
| Differential Cost of Undergrounding <br> Electrical Conduit | District | FPL |

## SECTION $6 \quad$ CIP PERMITTING

The following table indicates the financing, operation, and maintenance for the District's CIP.
TABLE 3

| Governmental Agency | Approvals | Status |
| :--- | :---: | :---: |
| Miami Dade Water \& Sewer Department | Water System Approval | Pending - Under Review |
| MDC-RER Wastewater Section | Wastewater Approval | Pending - Under Review |
| MDC-RER Water Section | Water System Approval | Approved (2022-WAT-EXT-00438) |
| Miami Dade Fire Rescue Department | Water System Approval | Pending WASD Approval |
| Florida Department of Health | Water System Approval | Pending WASD Approval |
| Miami Dade County Plat Section | T-Plat Approval | Pending - Under Review |
| Miami Dade Public Works Department | P \& D Approval | Pending T-Plat Approval |
| Miami Dade Traffic Engineering Division | Traffic Study \& Markings | Pending T-Plat Approval |
| Miami Dade Highway Section | P \& D Approval | Approved (8/23/2023) |
| MDC-RER Water Control Section | Class II Permit Approval | Pending - Under Review |
| MDC-RER Pollution Remediation (PRS) | Environmental Approval | Pending - Under Review |
| S.F.W.M.D. - Surface Water | ERP / Drainage Approval | Approved (13-106953-P) |

## SECTION $7 \quad$ CIP CONSTRUCTION COSTS

The following table indicates the construction cost estimates for the District's CIP.

TABLE 4

| CIP Description | Estimated Cost |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Lake Excavation \& Earthwork Items | $\$ 4,123,182.00$ |  |  |  |  |
| Roadway Improvements (Off-Site Only) | $\$ 1,777,505.00$ |  |  |  |  |
| Stormwater Management System | $\$ 1,960,000.00$ |  |  |  |  |
| On-Site Lake Property Acquisition (Tracts B \& D) | $\$ 1,342,645.00$ |  |  |  |  |
| Water Main Distribution System | $\$ 1,855,000.00$ |  |  |  |  |
| Wastewater Collection System | $\$ 2,265,000.00$ |  |  |  |  |
| Pump Station \& Transmission System | $\$ 570,000.00$ |  |  |  |  |
| Hardscape, Landscape \& Irrigation | $\$ 1,688,857.00$ |  |  |  |  |
| Differential Cost of Undergrounding Electrical <br> Conduit |  |  |  |  |  |
| MD-WASD Water \& Sewer Connection Fees | $\$ 225,000.00$ |  |  |  |  |
| Professional Consultant Services | $\$ 649,336.00$ |  |  |  |  |
| Sub-Total CIP Costs |  |  |  |  | $\$ 16,706,525.00$ |
| 10\% Contingency | $\$ 1,670,652.00$ |  |  |  |  |
| Total CIP Costs | $\$ 18,377,177.00$ |  |  |  |  |

## SECTION 8 CONCLUSIONS

The CIP detailed in this report, is necessary for the development of the District. The CIP will be designed and permitted in accordance with current state and local governmental standards and design criteria. The CIP infrastructure will provide the intended design functions, assuming the construction is in substantial compliance with the approved plans and specifications.

The CIP will be owned and maintained by either the District or other governmental entity. All CIP infrastructure will be made available to the general public, including nonresidents of the District. All CIP infrastructure will be located on property owned by the District or other governmental entity or within a public easement in favor of the District or other governmental entity. The District will not finance the cost of transporting fill to any private lots or private roadways or the costs of spreading thereon.

The estimate of infrastructure construction costs is only an approximation and not a guarantee of maximum price. Recent costs and information from other projects within Miami Dade County, Florida have been used in the preparation of this report. The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process may vary. Due to this inherent potential fluctuation in cost, the total final cost of the infrastructure may be more or less than the estimates in this report. However, the benefit to the assessable lands within the District will be equal or greater than the cost of the CIP.

In my professional opinion the costs provided for the District's proposed CIP are reasonable to complete the construction of the proposed infrastructure improvements described in this report. These infrastructure improvements will benefit and add value to the District. All such proposed infrastructure costs are for the public improvements or community facilities as set forth in Section 190.012(1) of the Florida Statutes.

Antonio Quevedo, P.E. Date: February 6, 2024
District Engineer
Florida License No. 59471


## EXHIBIT A

## LOCATION MAP



## EXHIBIT B

## T-PLAT \& SURVEY




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## TRACT DESIGNATION TABLE







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## TENTATIVE PLAT OF ANTILLIA

| DEVELOPER INFORMATION KOLTER LAND PARTNERS LLC 105 NE 1ST STREET DELRAY BEACH, FL 33444 CONTACT PERSON: TIM SMITH E-MAIL ADDRESS: TSMITH@KOLTER.COM TELEPHONE NUMBER: $561.682 .9500 \times 44$ |
| :---: |
|  |  |
|  |  |
|  |  |
|  |  |


| CONTACT PERSON INFORMATION <br> NAME: NORIETTE J. ALVAREZ <br> HSQ GROUP, INC <br> TELEPHONE NUMBER: 786.534.3621 X20 | PMENT CR |
| :---: | :---: |
|  | AS8PR202200028 |
|  | zownc: ${ }^{1 / 2}$ |
|  | $\frac{\text { PROPOSED USES }}{\text { TOWNHOMES: }}$ |



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MATCH LINE SHEET 3 OF 4


## EXHIBIT C

## OVERALL SITE PLAN





SITE DATA

| SITE DATA |  |  |
| :---: | :---: | :---: |
| ZONING: RU-3M WITH RU-TH USE |  |  |
|  |  |  |
|  | SF | ACRES |
| GROSS AREA | 1,994,612.40 | 45.79 |
| ROW DEDICATIONS | 142,580.10 | 3.27 |
| NET AREA | 1,852,032.30 | 42.52 |
| LAKE AREA | 155,465.40 | 3.57 |
| NET DRY AREA | 1,696,566.90 | 38.95 |
|  |  |  |
| OVERALL DENSITY | \# | DUA |
| 18'-4" $\times$ 98' VILLA (FEE SIMPLE) | 422 |  |
| 21' X 87' TOWNHOMES (FEE SIMPLE) | 141 |  |
| TOTAL | 563 | 13.24 |
| 10\% WORK FORCE HOUSING UNITS (FEE SIMPLE) | 57 |  |
|  |  |  |
| AREA CALCULATIONS | SF | \% |
| TOWNHOME LOTS | 1,019,632.51 | 55.05 |
| STREETS \& PAVED AREAS | 288,930.22 | 15.60 |
| PEDESTRIAN SIDEWALKS | 55,120.24 | 2.98 |
| CLUBHOUSE | 3,392.00 | 0.18 |
| POOL \& POOL DECK | 3,216.46 | 0.17 |
| DUMPSTERS | 2,250.00 | 0.12 |
| MAILBOXES | 480.00 | 0.03 |
| LAKE | 155,465.40 | 8.39 |
| UNENCUMBERED GREEN OPEN SPACE | 323,545.47 | 17.47 |
| TOTAL | 1,852,032.30 | 100.00 |
|  |  |  |
| OPENSPACE | SF | \% |
| PEDESTRIAN SIDEWALKS | 55,120.24 | 2.98 |
| CLUBHOUSE | 3,392.00 | 0.18 |
| POOL \& POOL DECK | 3,216.46 | 0.17 |
| LAKE | 155,465.40 | 8.39 |
| UNENCUMBERED GREEN OPEN SPACE | 323,545.47 | 17.47 |
| TOTAL | 540,739.57 | 29.20 |
|  |  |  |
| RU-TH USE DATA | $\begin{aligned} & \hline \text { REQUIRED/ } \\ & \text { ALLOWED } \\ & \hline \end{aligned}$ | PROVIDED |
| COMMON OPEN SPACE* | 20\% | 29.20\% |
| GROUPING LENGTH | 240'-0" | 239'-0" |
| MIN. LOT AREA | 1,250 SF | 1,796 SF |
| AVERAGE LOT AREA | 1,500 SF | $1,811 \mathrm{SF}$ |
| FRONT YARD TO EDGE OF PAVEMENT SETBACK | $15^{\prime}-0$ " | 33'-0" |
| GARAGE TO EDGE OF PAVEMENT SETBACK | 20'-0" | 33'-0" |
| INTERIOR SIDE SETBACK | $0^{\prime}-0{ }^{\prime \prime}$ | $0^{\prime}-0{ }^{\prime \prime}$ |
| SIDE STREET SETBACK | 15'-0" | 15'0" |
| BETWEEN BUILDINGS | 20'-0" | 20'0'0' |
| REAR YARD | 10'-0" | 20'0" |
| PATIO AREA | 400 SF | 403 SF |
|  |  |  |
| PARKING | REQUIRED | PROVIDED |
| 2 PER UNIT | 1,126 | 1,126 |
| 0.25 PER UNIT VISITOR'S | 141 | 146 |
| TOTAL | 1,267 | 1,272 |
|  |  |  |
| * 20\% PER WHU STANDARDS. |  |  |

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## EXHIBIT D

## ENGINEER'S COST ESTIMATES

## ENGINEER'S COST ESTIMATES

| ITEM | DESCRIPTION | UNIT | QUANTITY | PRICE / UNIT | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| W-1 | 2" P.E. SERVICE LINE | LF | 7,500 | \$30.00 | \$225,000.00 |
| W-2 | 6" D.I.P. WATER MAIN | LF | 1,000 | \$50.00 | \$50,000.00 |
| W-3 | 8" D.I.P. WATER MAIN | LF | 13,000 | \$60.00 | \$780,000.00 |
| W-4 | 6" GATE VALVE \& BOX | EA | 30 | \$1,500.00 | \$45,000.00 |
| W-5 | 8" GATE VALVE \& BOX | EA | 60 | \$2,250.00 | \$135,000.00 |
| W-6 | FIRE HYDRANT ASSEMBLY | EA | 30 | \$4,000.00 | \$120,000.00 |
| W-7 | WATER SERVICE ASSEMBLY | EA | 300 | \$1,500.00 | \$450,000.00 |
| W-8 | 8" X 8" TAPPING SLEEVE W/ 8" VALVE | LS | 2 | \$15,000.00 | \$30,000.00 |
| W-9 | M.O.T. \& TRAFFIC CONTROL | LS | 1 | \$5,000.00 | \$5,000.00 |
| W-10 | SURVEY STAKE-OUT \& AS-BUILTS | LS | 1 | \$15,000.00 | \$15,000.00 |
|  |  |  |  | SUBTOTAL | \$1,855,000.00 |

GRAVITY SEWER COLLECTION SYSTEM ITEMS
ITEM DESCRIPTION UNIT QUANTITY PRICE/UNIT TOTAL

| S-1 | 8" PVC SDR-26 (0/6 FT DEPTH) | LF | 5,750 | $\$ 50.00$ | $\$ 287,500.00$ |
| :--- | :--- | :---: | :---: | :---: | :---: |
| S-2 | 8" PVC SDR-26 (6/8 FT DEPTH) | LF | 2,000 | $\$ 55.00$ | $\$ 110,000.00$ |
| S-3 | 8" PVC SDR-26 (8/10 FT DEPTH) | LF | 1,400 | $\$ 60.00$ | $\$ 84,000.00$ |
| S-4 | 8" PVC SDR-26 (10/12 FT DEPTH) | LF | 500 | $\$ 80.00$ | $\$ 40,000.00$ |
| S-5 | SEWER MANHOLE (0/6 FT DEPTH) | EA | 25 | $\$ 3,500.00$ | $\$ 87,500.00$ |
| S-6 | SEWER MANHOLE (6/8 FT DEPTH) | EA | 9 | $\$ 4,000.00$ | $\$ 36,000.00$ |
| S-7 | SEWER MANHOLE (8/10 FT DEPTH) | EA | 4 | $\$ 4,500.00$ | $\$ 18,000.00$ |
| S-8 | SEWER MANHOLE (10/12 FT DEPTH) | EA | 3 | $\$ 5,000.00$ | $\$ 15,000.00$ |
| S-9 | 6" PVC SDR-26 SEWER LATERAL | LF | 19,500 | $\$ 30.00$ | $\$ 585,000.00$ |
| S-10 | 6" CLEANOUT \& SERVICE ASSEMBLY | EA | 564 | $\$ 1,750.00$ | $\$ 987,000.00$ |
| S-11 | SURVEY STAKE-OUT \& AS-BUILTS | LS | 1 | $\$ 15,000.00$ | $\$ 15,000.00$ |
|  |  |  |  |  | $\mathbf{S U B T O T A L}$ |
|  |  |  |  | $\$ 2,265,000.00$ |  |


| ITEM | DESCRIPTION | UNIT | QUANTITY | PRICE / UNIT | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| PS-1 | ON-SITE SEWAGE PUMP STATION FACILITY | EA | 1 | \$500,000 | \$500,000.00 |
| PS-2 | 8" D.I.P. FORCE MAIN | LF | 500 | \$100.00 | \$50,000.00 |
| PS-3 | 8" X 8" TAPPING SLEEVE W/ 8" VALVE | LS | 1 | \$15,000.00 | \$15,000.00 |
| PS-4 | SURVEY STAKE-OUT \& AS-BUILTS | LS | 1 | \$5,000.00 | \$5,000.00 |
|  |  |  |  | SUBTOTAL | \$570,000.00 |
| DRAINAGE SYSTEM ITEMS |  |  |  |  |  |
| ITEM | DESCRIPTION | UNIT | QUANTITY | PRICE / UNIT | TOTAL |
| D-1 | 15" H.D.P.E. | LF | 1,000 | \$45.00 | \$45,000.00 |
| D-2 | 18" H.D.P.E. | LF | 1,500 | \$60.00 | \$90,000.00 |
| D-3 | 24" H.D.P.E. | LF | 5,000 | \$80.00 | \$400,000.00 |
| D-4 | 24" P.H.D.P.E. W/ TRENCH (4'X15') | LF | 5,000 | \$200.00 | \$1,000,000.00 |
| D-5 | 4' DIA. DRAINAGE MANHOLE | EA | 45 | \$4,000.00 | \$180,000.00 |
| D-6 | 5' DIA. DRAINAGE MANHOLE | EA | 20 | \$5,000.00 | \$100,000.00 |
| D-7 | CONTROL STRUCTURES (LAKE OUTFALLS) | EA | 4 | \$15,000.00 | \$60,000.00 |
| D-8 | P.R.B.'S (24" PIPE) | EA | 40 | \$1,000.00 | \$40,000.00 |
| D-9 | 11'-0" HEADWALL (24" DIA. PIPE) | EA | 4 | \$7,500.00 | \$30,000.00 |
| D-10 | SURVEY STAKE-OUT \& AS-BUILTS | LS | 1 | \$15,000.00 | \$15,000.00 |
|  |  |  |  | SUBTOTAL | \$1,960,000.00 |

PAVEMENT ITEMS

| DESCRIPTION | UNIT | QUANTITY | PRICE / UNIT | TOTAL |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  |  |  |  |  |  |
| P-1 | 12" STABILIZED SUBGRADE (L.B.R. 40) | SY | 42,350 | $\$ 8.30$ | $\$ 351,505.00$ |
| P-2 | 8" LIMEROCK BASE | SY | 38,500 | $\$ 15.00$ | $\$ 577,500.00$ |
| P-3 | 3/4" ASPHALT FIRST LIFT (SP 12.5) | SY | 35,000 | $\$ 6.50$ | $\$ 227,500.00$ |
| P-4 | 3/4" ASPHALT SECOND LIFT (FC 9.5) | SY | 35,000 | $\$ 7.50$ | $\$ 262,500.00$ |
| P-5 | PAVEMENT MARKINGS \& SIGNAGE | LS | 1 | $\$ 50,000.00$ | $\$ 50,000.00$ |
| P-6 | SURVEY STAKE-OUT \& AS-BUILTS | LS | 1 | $\$ 25,000.00$ | $\$ 25,000.00$ |
|  |  |  |  |  | SUBTOTAL |


| C-1 | CONCRETE SIDEWALK (6" THICK / OFF-SITE) | SF | 25,000 | $\$ 5.00$ | $\$ 125,000.00$ |
| :--- | :--- | :---: | :---: | :---: | :---: |
| C-2 | 2' CONCRETE VALLEY GUTTER (ON-SITE) | LF | 7,200 | $\$ 15.00$ | $\$ 108,000.00$ |
| C-3 | TYPE F CURB \& GUTTER (OFF-SITE) | LF | 2,700 | $\$ 15.00$ | $\$ 40,500.00$ |
| C-4 | SURVEY STAKE-OUT \& AS-BUILTS | LS | 1 | $\$ 10,000.00$ | $\$ 10,000.00$ |

SUBTOTAL
\$283,500.00

LAKE EXCAVATION \& EARTHWORK ITEMS

| ITEM | DESCRIPTION | UNIT | QUANTITY | PRICE / UNIT | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| E-1 | SILT FENCING \& EROSION CONTROL | LS | 1 | \$25,000 | \$25,000.00 |
| E-2 | CLEARING \& GRUBBING | AC | 42 | \$4,000 | \$168,000.00 |
| E-3 | LAKE EXCAVATION | CY | 87,500 | \$3.50 | \$306,250.00 |
| E-4 | FINAL SITE GRADING | LS | 1 | \$500,000 | \$500,000.00 |
| E-5 | SURVEY STAKE-OUT \& AS-BUILTS | LS | 1 | \$25,000.00 | \$25,000.00 |
| E-6 | IMPORT FILL (SHOT ROCK 12" MINUS) | TN | 207,982 | \$14.90 | \$3,098,931.80 |



## EXHIBIT E

## PAVING \& DRAINAGE PLANS

## ANTILLIA

## (T-PLAT \#24815)

UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA FOR

## CRE KL ANTILLIA OWNER LLC

## SHEET INDEX

SHEET NO. SHEET TITLE
PD-0 COVER SHEET
PD-1 PAVING AND DRAINAGE PLAN
PD-2 PAVING AND DRAINAGE PLAN
PD-3 PAVING AND DRAINAGE PLAN
PD-4 PAVING AND DRAINAGE PLAN
PD-5 PAVING AND DRAINAGE PLAN
PD-6 PAVING AND DRAINAGE PLAN
PD-7 PAVING AND DRAINAGE DETAILS
PD-8 PAVING AND DRAINAGE DETAILS
PD-9 PAVING AND DRAINAGE DETAILS
PD-10 PAVING AND DRAINAGE DETAILS
OSPD-1 OFFSITE PAVING AND DRAINAGE PLAN OSPD-2 OFFSITE PAVING AND DRAINAGE PLAN OSPD-3 OFFSITE PAVING AND DRAINAGE PLAN OSPD-4 OFFSITE PAVING AND DRAINAGE PLAN OSPD-5 OFFSITE PAVING AND DRAINAGE DETAILS
SWPPP-1 STORMWATER POLLUTION PREVENTION PLAN
SWPPP-2 N.P.D.E.S. NOTES
SWPPP-3 EROSION CONTROL DETAILS



LEGAL DESCRIPTION:







LOCATION MAP
SCALE: $1 "=300^{\prime}$
SECTION $25 /$ TOWNSHIP $57 \mathrm{~S} /$ RANGE $/ 38 \mathrm{E}$
MIAMI-DADE TAX FOLIO NUMBER:
$30-7825-000-0120,30-7825-000-0180,30-7825-000-0230,30-7825-000-0240$

## PAVING AND DRAINAGE PLANS









$\underset{\substack{\text { K.T.S. }}}{\text { KEY MAP }}$
MATCH LINE SEE SHEET PD-2



MATCH LINE SEE SHEET PD-4


MATCH LINE SEE SHEET PD-6


DRAINAGE STRUCTURE SCHEDULE




(8.10)



HATCH LEGEND

| PROPOSED ASPHALT |
| :---: |
|  |
| PROPOSED CONCRETE SECTION DETAILS) |














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$$





CENERAL NOTES FOR PIPE CULVERTS






eneal notes





SKIMMER FOR FRENCH DRAIN OUTLETS DETAIL
N.T.S. - PER F.D.O.T. INDEX 443-002

CONSTRUCTION NOTES


\section*{| 【 |
| :--- |
| $\frac{1}{2}$ |
| $\frac{1}{2}$ |}









off-site asphalt section






CONCRETE SIDEWALK DETAIL


GENERAL Notes:




CONCRETE SIDEW
TO PARKING DETAIL
$\underset{\text { NTTS }}{\text { PARING DETAI }}$




| Project locaton: | MAMM DAAE COUNT, Fll |
| :---: | :---: |
| TOTALAREA OF THE STE: | 4420 ACRES |
| TOTAL AREA O F THE STIE TO EE IISTUREED | 4420 ACRES |
| DESCREEE THE NATURE OF F THE Constructoon Actuvir | CONSTRUCTION OF FIFTY-NINE (59) MULTI-FAMILY RESIDENTIAL <br> BUILDINGS FOR A TOTAL OF 563 UNITS WITH COMMON AREAS |
|  | 1. CLEAR \& GRUB EXISTING VEGETATION WITHIN THE SITE. <br> 2. HAUL OFF SITE CLEARED MATERIAL. <br> 3. EXPORT FILL OFF SITE <br> 4. START SITE EARTHWORK GRADING |
| Exicte | XISTING SOILS ARE CLASSI LIMESTONE UNDERNEATH |
|  | All dianage and denaterng to reman on ste |
| IN IDENTIFY THE RECEIVING WATER OR MS4 FOR EACH DISCHARGE - |  |
| THE PROPER APPLICATION RATES OF ALL FERTILIZERS, HERBICIDES AND PESTICIDES USED AT THE CONSTRUCTION SITE: | NO FERTILIZERS, HERBICIDES, AND/OR PESTICIDES TO BE USED DURING THE CONSTRUCTION OPERATOINS |
| - | NO TOXIC SUBSTANCES WILL BE STORED ON THE PROJECT SITE DURING THE CONSTRUCTION OPERATIONS |
|  | TEMPORARY WASTE DISPOSAL SERVICES, INCLUDING SANITARY <br> WASTES, WILL BE PROVIDED BY LOCAL SERVICE COMPANY |
|  | CONSTRUCT TEMPORARY GRAVEL ENTRANCE (REFER TO EROSION CONTROL DETAILS ON SHEET SWPP-3) |
| OTHER: | NA |





1. AsLI fence shall be nstalled arouno the entre premimer of the construction ste.
2. Rock bags shall be nstalled on all open grate daanage nlets




3. sllf fences
4. Rock bags
5. Turbiotr barrers



Inspectoon reports wil be mantane onsite by prouectideveloper supernitnven.
 NONE

## 







## EXHIBIT F

## WATER \& SEWER PLANS

## ANTILLIA

## (T-PLAT \#24815)

UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA FOR
WATER \& SEWER PLAN INDEX
Sheet Number Sheet Title
WS-0 COVER SHEET
WN-1 WATER AND SEWER NOTES
WSO-1 WATER AND SEWER OVERALL PLAN
WS-1 WATER AND SEWER PLAN
WS-2 WATER AND SEWER PLAN
WS-3 WATER AND SEWER PLAN
WS-4 WATER AND SEWER PLAN
WS-5 WATER AND SEWER PLAN
WS-6 WATER AND SEWER PLAN
WS-7 WATER DISTRIBUTION PROFILES
WS-8 WATER DISTRIBUTION PROFILES
WS-9 WATER DISTRIBUTION PROFILES
WS-10 WATER DISTRIBUTION PROFILES
WS-11
WS-12
WS-13
WS-14
WS-15
WS-16
WS-17
WS-18
WS-19
WS-20
WS-20
WS-21
WS-22
WS-23
WS-24
WS-25
NS-25 WATER DISTRIBUTION PROFILES WATER DISTRIBUTION PROFILES WATER DISTRIBUTION PROFILES WATER DISTRIBUTION PROFILES WATER DISTRIBUTION PROFILES PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES * PRIVATE SANITARY SEWER PROFILES *

LS-1 PRIVATE AND PUBLIC FORCE MAIN PROFILES * LIFT STATION DETAILS *

## LS-2 LIFT STATION DETAILS *

(*) SHEETS NOT PART OF WASD REVIEW NOR APPROVAL

## CRE KL ANTILLIA OWNER LLC



LOCATION MAP SCALE: 1 " $=300^{\prime}$
SECTION 25 / TOWNSHIP 57 S / RANGE / 38 E
MIAMI-DADE TAX FOLIO NUMBER:
$30-7825-000-0120,30-7825-000-0180,30-7825-000-0230,30-7825-000-0240$

## (NOT PART OF MD-WASD NOTES NOR APPROVAL)



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 Fores men pecoro oumic sume s mitr wn



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Mampame
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## MDWASD NOTES

(FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINES is PROPOSED)




TAS: Folowng Activtes onexisting water services andor exsting water mans such

VSERMCE NSTALLATITMS/ REETREMENTSISERYCE TRANSERS






## RER-DERM WATER DISTRIBUTION NOTES

## (for all phojects where con aminain is present)




















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MIamunad RER-DERM WATER-SEWER GENERAL NOTES






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bil













(NOT PART OF MD-WASD NOTES NOR APPROVAL)







WATER MAN VErTical spererations

 Te Comer 1 a


MATCH LINE 'A'


| Private Sanitary sewer gravity system |  |  |  |  |  | TRACT DESIGNATION TABLE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| From MH* | то MH\# | DiA | materal | LeNفтt(fT) | stope |  |
| ${ }^{\text {m+41}}$ | m+42 | $8^{\circ}$ | PVC (SOR 26) | ${ }_{364}$ | 0.40\% |  |
| M+1+2 | witas | ${ }^{\circ}$ | PVC (SSR 20) | ${ }_{364} 3$ | 0.40\% |  |
| m+43 | m+4 | $8^{8}$ | PVC (SDR 20) | 123 | 0.40\% |  |
| Mt+4 | m+45 | ${ }^{\circ}$ | PUC (SDR 20) | ${ }^{23}$ | 0.408 |  |
| M M 4 +5 | m+\#6 | ${ }^{\circ}$ | PVC (SDR 20) | ${ }^{97}$ | 0.40\% | TRect $0^{\prime \prime}$ " Anoscane |
| M W+W | meter | ${ }^{\circ}$ | PVC (SoR 26) | ${ }^{179}$ | 0.40\% |  |
| M H +17 | m+68 | ${ }^{8}$ | PVC (SOR 26) | ${ }^{209}$ | 0.40\% |  |
| M+W3 | m+\#9 | ${ }^{\circ}$ | PVC (SDR 20) | 5 | 040\% |  |
| $\frac{\mathrm{M}+\mathrm{mo}}{\mathrm{M}+1 \mathrm{O}}$ | LStil | ${ }_{8}^{8}$ |  | ${ }_{1}^{29}$ | 0.40\% |  |
| (N+1010 | ${ }^{\text {M }+1+11}$ | ${ }^{8}$ | ${ }^{\text {PVC ( SOR } 26)}$ | ${ }^{185}$ | 0400\% |  |
| N*** |  | ${ }^{8}$ | PVC (SSR 26$)$ | ${ }^{287}$ | 0400\% |  |
| Nw+12 | w\#+13 | ${ }^{8}$ | PVC (SOR 20) | ${ }^{236}$ | 0.40\% |  |
| w**13 | M**14 | ${ }^{8}$ | PVC (SOR 26) | 220 | 0.40\% |  |
| Nw+14 | M+45 | ${ }^{8}$ | ${ }^{\text {PVC (SSR } 20)}$ | ${ }^{220}$ | 0.408 |  |
| ${ }_{\text {N\% }}^{\text {N+15 }}$ |  | ${ }^{8}$ |  | 220 400 | - 0.408 |  |
|  |  | ${ }_{8}^{8}$ | ${ }_{\text {PVC ( SOR } 20)}^{\text {PVC (SR } 20)}$ | 400 <br> 382 | - $0.40 \%$ |  |
| N*W18 | M**19 | ${ }^{\circ}$ | PVC (SOR 20) | ${ }_{178}$ | $0.400 \%$ |  |
| N世+19 | M H +7 | ${ }^{\circ}$ | PVC (SSR 26) | ${ }^{327}$ | 0.40\% |  |
| NH20 | Mw+21 | ${ }^{\circ}$ | PVC (SDR 20) | 188 | 040\% |  |
| N+421 | m+422 | ${ }^{\circ}$ | PVC (SDR 20) | 400 | 0.408 |  |
| N+422 | мw+43 | ${ }^{\circ}$ | PVC (SDR 20) | 220 | 040\% |  |
| N+423 |  | ${ }^{8}$ | PUC (SOR 20) | ${ }^{220}$ | 0.408 |  |
| N+24 | M ${ }^{\text {mas }}$ | ${ }^{8}$ | PVC (SDR 20) | 220 | 0.40\% |  |
| W+225 | WH+26 | ${ }^{8}$ | PVC (SDR 26$)$ | ${ }^{24}$ | 0040\% |  |
| N+426 | M+422 | ${ }^{8}$ | PVC ( SPR 20) | 270 | 0400\% |  |
| м\#\#27 | м1+28 | ${ }^{8}$ | PVC (SDR 20) | ${ }^{245}$ | 040\% | TRACT WW" Lnoscane uturs, Anv Common ara |
| w+28 | m+423 | ${ }^{8}$ | PVC (SDR 20) | 283 | 0.40\% |  |
| N+229 | Mw+400 | ${ }^{8}$ | PVC (SDR 20) | 242 | 0400\% |  |
| Nut30 | m+124 | ${ }^{\circ}$ | PVC (SDR 20) | 287 | 0.40\% | TRACT $Z^{7}$ L Lan Scale |
| N+431 | M+413 | ${ }^{80}$ | PVC (SSR 26) | ${ }^{330}$ | $0.40 \%$ |  |
| w+432 | M*+14 | ${ }^{\circ}$ | PVC (SDR 20) | ${ }^{330}$ | 0.408 |  |
| ¢n+33 | ¢ | $\stackrel{8}{8}^{8}$ |  | 330 <br> 25 | 0.40\% |  |
|  | M | ${ }_{8}^{8}$ | ${ }^{\text {PVC ( SoR } 20}$ | $\underset{\substack{285 \\ 272 \\ \hline 2 \\ \hline}}{ }$ | O400\% |  |
| N\#+26 | M+437 | $8^{\circ}$ | PVC (SSR 20) | ${ }_{121}^{21}$ | 0.40\% |  |
| NH437 | M+19 | ${ }^{8}$ | PVC (SDR 20) | 209 | 0.40\% |  |
| м4世48 | wtwh | ${ }^{\circ}$ | PVC (SDR 20) | 180 | 04008 |  |
| мн+39 | ${ }^{\text {m+422 }}$ | ${ }^{8}$ | PUC (SOR 20) | ${ }^{90}$ | $0.40 \%$ |  |
| мw+40 | мпt+37 | ${ }^{\circ}$ | PVC (SDR 20) | ${ }^{73}$ | 0.40\% |  |
| M4.41 |  | $8^{8}$ | PVC (SSOR 20) | ${ }^{31}$ | 0.40\% |  |
| Total gentr seme wan ple: |  |  |  | 9,003 |  |  |
| Total gratt sewer man: |  |  |  | 9,003 |  |  |






MATCH LINE SEE SHEET WS-4


MATCH LINE SEE SHEET WS-6

## SD Notes



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$\qquad$



6. ALI Proposem santrary semer cleanours that rae constructeo w oras areas
${ }^{7}$ 7. Al Proposes. santrary


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MEN STRUCTURE SCHEDULE
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    M,
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    M
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NOT A PART OF WASD REVIEWER NOR APPROVAL


NOT A PART OF WASD REVIEWER NOR APPROVAL


## EXHIBIT G

## LANDSCAPE \& IRRIGATION PLANS



SHEET INDEX:
L-1 INDEX
L-2 LANDSCAPE PLAN L-3 LANDSCAPE PLAN L-4 LANDSCAPE PLAN L-5 LANDSCAPE PLAN
L-6 TH LANDSCAPE TYPICAL 3 UNIT L-7 TH LANDSCAPE TYPICAL 6 UNIT L-8 TH LANDSCAPE TYPICAL 8 UNIT L-9 TH LANDSCAPE TYPICAL 9 UNIT L-10 TH LANDSCAPE TYPICAL 10 UNIT L-11 VILLA LANDSCAPE TYPICAL 7 UNIT L-12 VILLA LANDSCAPE TYPICAL 9 UNIT L-13 VILLA LANDSCAPE TYPICAL 10 UNIT L-14 VILLA LANDSCAPE TYPICAL 11 UNIT L-15 VILLA LANDSCAPE TYPICAL 12 UNIT L-16 VILLA LANDSCAPE TYPICAL 13 UNIT L-17 LANDSCAPE DETAILS

## KEY PLAN NORTH

Public R.O.W. Planting Setback


${ }^{\text {Page } 96}$








TYPICAL 3-UNIT TOWNHOME LANDSCAPE PLAN Scale: $1^{\prime \prime}=10^{\prime}-0 "$




LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

| Zoning District: RU-3M W/ RU-TH USE Net | Net Lot Area 0.13 | acres |
| :---: | :---: | :---: |
| TREES | REQUIRED | Provided |
| A. No. trees required per net lot acre <br> Less existing number of trees meeting minimum requirements <br> $=28$ trees x net lot acres $=$ | 4 | 6 |
| B. \% Palms Allweed: No. trees required $30 \%=$ | 1 | 1 |
| C. \% Natives Required: No. trees provided $\times 30 \%=$ | 1 | 5 |
| D. Street trees (maximum average spacing of 35 ' o.c.): | 2 | 2 |
| E. Street trees located directly beneath power lines <br> (maximum average spacing of 25' o.c.):___ linear feet along street/25= | = N/ | NA |
| F. Total Trees Required $A+D+E=\square \quad \text { Total Trees }$ | 6 | 8 |
| SHRUBS |  |  |
| A. No. tress required $\times 10=$ No. of fshubs allowed | 60 | 60 |
| B. No. strubs allowed $\mathrm{x} 30 \%=$ No. of native strubs required | 18 | 43 |



## LANDSCAPE NOTES:

no trees shall be planted on top or adjacent to NO TREES SHALL BE PLANTED ON TOP O
PROPOSED FRENCH DRAINS OR INLETS.
ALL LANDSCAPE INSIDE THE PROPERTY ADJACENT TO DRIVEWAYS SHALL COMPLY WOP ERE 10' x 10 ' SAFE
SIGHT-TRIANGLE, PER SE, 33-11 OF MIAMI-DADE COUNTY CODE.
SEE PUBLIC R.O.W. PLANTING SETBACK DETALLS FOR TREES WITHIN R.O.W.

LANDSCAPE FRR ALL CORNER LOTS SHALL SHOW
COMPLANCE WITH PWD STANDARD G5.1
DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC DETALIS MUST MEFLARED OR MIN. 5 '-0" RADIUS, AND
SHALL NOT BE WIDER THAN 20'0

ALL TREE DIMENSIONS ARE MEASURED FROM THE FACE
OF TREE TRUNK.


## Seal




TYPICAL 6-UNIT TOWNHOME LANDSCAPE PLAN
Scale: $1 "=10^{\prime}-0 "$


## Public R.O.W. Planting Setback





[^2]SEE LANDSCAPE


Page 102


$\frac{\text { Public R.O.W. Planting Setback }}{\text { Scater } i=40 \cdot 0.0}$


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*)
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TYPICAL 8-UNIT TOWNHOME LANDSCAPE PLAN
Scale: $11^{\prime \prime}=10^{\prime}-0^{\prime \prime}$

| LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan |  |  |
| :---: | :---: | :---: |
| Zoning District: RU-3M W/RU-TH USE Net L | Area 0.35 | acres 15.022 s.f. |
| trees | EQUIRED | Provided |
| A. No. trees required per net lot acre <br> Less existing number of trees meeting minimum requirements <br> $=28$ trees $\times$ net lot acres $=$ | 10 | 12 |
| B. \% \% Palms Allowed: No. tres required $\times 3 \%$ = | 3 | - 2 |
| C. \% Natives Required: No . trees rovided $\times 30 \%=$ | 3 | 7 |
| D. Street trees (maximum average spacing of 35' o.c.): $168 \quad$ linear feet along street $=$ 168 linear feet along street $=$ | 5 | 5 |
| E. Street trees located directly beneath power lines <br> (maximum average spacing of $25^{\prime}$ o.c.):__ linear feet along street $/ 25=$ | NA | NA |
| F. Tolal $\begin{gathered}\text { Treses Required } \\ A+D+E=-15\end{gathered}$ Total Trees | 15 | 17 |
| SHRUBS |  |  |
| A. No. tress required $\times 10=$ No. of shrubs allowed | 150 | 150 |
| B. No. shrubs alowed $\times 3 \%=$ No. of native shrubs reauired | 45 | -110 |
| SEE LANDSCAPE |  |  |


| LANDSCAPE |  |  |  |
| :---: | :---: | :---: | :---: |
| TREES |  |  |  |
| Ssmbol | auan. | Proposeo materal | DESCRIPTION |
| $\bigcirc$ | 3 | Lagestoeni indica Mustogee MUSKOCEE CREE M Mrote |  |
| $\bigcirc$ | 4 | *Coccoloba diversiflora | ${ }^{8 . \mathrm{HT} \times 1.15^{\text {c Cal. }}}$ |
| $\bigcirc$ | 3 | -Conocarus erectus sericeus |  |
|  |  | Sllver uutoonvood | f. 6. |
| 䢒 | 2 | Velcha mongomeman s sige | ${ }_{\text {FFO}}^{10.6}$ |
|  | 2 | Veitchia montgomeryana 'double |  |
| SHRUBS AND GROUNDCOVERS |  |  |  |
| Ssmbol | auas. | proposed Materal | DESCRRPTTION |
| CE | 40 | COnocarpus ereatus |  |
| CG | 46 |  |  |
|  |  | Snatl l laf clusta | 3 Gal. |
| cl | 30 | *Chrysobalanus icaco 'Red Tip' RED TIP COCOPLUM |  |
| cv | 27 | Codieum varegaum 'Godo Dost |  |
| FM | 115 | Fius mincocara' Gireen sand |  |
|  |  | ${ }_{\text {GRENISLSNP FICUS }}$ |  |
| HP | 7 |  | 3 cal . |
| LAMN | ${ }_{\text {Reaured }}$ |  | soul even soo |
|  | Natve |  |  |


| LANDSCAPE NOTES: <br> - NO TREES SHALL BE PLANTED ON TOP OR ADJACENT TO PROPOSED FRENCH DRAINS OR INLETS <br> - ALL LANDSCAPE INSIDE THE PROPERTY ADJACENT TO DRIVEWAYS SHALL COMPLY WITH THE $10^{\prime} \times 10^{\prime}$ ' SAFE SIGHT-TRIANGLE, PER SE, 33-11 OF MIAMI-DADE COUNTY CODE. <br> - SEE PUBLIC R.O.W. PLANTING SETBACK DETAILS FOR TREES WITHIN R.O.W. <br> - LANDSCAPE FOR ALL CORNER LOTS SHALL SHOW COMPLIANCE WITH PWD STANDARD G5. 1 <br> - DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC DETAILS. MUST BE FLARED OR MIN. 5'-0" RADIUS, AND SHALL NOT BE WIDER THAN $20^{\prime}-00^{\prime \prime}$. <br> - all tree dimensions are measured from the face OF TREE TRUNK. |
| :---: |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |




TYPICAL 9-UNIT TOWNHOME LANDSCAPE PLAN

## Scale: $1^{\prime \prime}=10^{\prime}-0 \mid$



Public R.O.W. Planting Setback

scalle $1=400^{\circ} \cdot 0^{\prime \prime}$


NO TREES SHALL BE PLANTED ON TOP OR ADJACENT TO
PROPOSED FRENCH DRAINS OR INLETS. PROPOSED FRENCH DRAINS OR INLETS.
ALLLANDSCAPE INSIDE THE PROPERTY ADJACENT TO DRIVEWAYS SHALL COMPLY WITH THE 10' $\times 10^{\prime}$ SAFE
SIGHT-TRIANGLE, PER SE, $33-11$ OF MIAMI-DADE COUNTY CODE.

SEE PUBLIC R.O.W. PLANTING SETBACK DETALLS FOR REES WITHIN R.O.W.

LANDSCAPE FOR ALL CORNER LOTS SHALL SHOW
COMPLIANCE WITH PWD STANDARD G5. COMPLIANCE WITH PWD STANDARD G5.1
DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC
DETALLS. MUST BE FLARED OR MIN. 5-0" RADIUS, AND DETALS. MUST BE FLARED OR MIN. 5 '-0" RADIUS, AND
SHALL NOT BE WIDR THAN 20'-0 SHALL NOT BE WIDER THAN 20'0"
ALL TREE DIMENSIONS ARE MEASURED FROM THE FACE
OF TREE TRUNK.


## nem <br> 

##  <br> sem <br>  <br> L-9

Page 104


TYPICAL 10-UNIT TOWNHOME LANDSCAPE PLAN


Public R.O.W. Planting Setback


Scale: $1^{\prime \prime}=10^{\prime}-0 "$


| LANDSCAPE LIST |  |  |  |
| :---: | :---: | :---: | :---: |
| TREES |  |  |  |
| srmbol | OUAN. | Prooposeo Materal | DESCRPTTON |
| () | 4 |  |  |
|  |  | -Cococoloa divesifiora |  |
| $\bigcirc$ | 4 | Pigeon Pum | F.G. |
| $\bigcirc$ | 4 | -Conocarpus erectus sericaus | $8^{\text {H/T. } \times 1.5{ }^{\text {c Cal. }} \text {. }}$ |
|  |  | SILVER BUTTONWOOD |  |
| 动 | 2 |  |  |
| 界 | 2 | Velcthat montomeyena toule | 10. OA. .h. Mn. OLuble |
| SHRUBS AND GROUNDCOVERS |  |  |  |
|  |  |  |  |
| STMBOL OUAN. |  | PROPOSED M MTERAL | DESCRPTITON |
| CE | 76 |  |  ${ }^{2} \mathrm{GAL}$. |
|  |  |  | 24" HT. X 24" SPR. / 24" O.C 3 GAL |
| cG | 33 | ${ }^{\text {- Cusiasautifera }}$ Small |  |
| Cl | 46 |  | 18" HT. X 18" SPR. / 18" O.C. 3 GAL. |
|  | 16 | Codieaun vaiegaum' 'ood dosis | 18" HT. X 18" SPR. / 18" O.C 3 GAL |
| CV |  | Codean vareaum |  |
| FM | 137 | Ficus microcarpa 'Green Island' |  |
| HP | 9 | Hamelia patass sompact | 24" HT. X 24" SPR. / 24" O.C. |
|  |  | DWARF Friegush |  |
| LAWN | $\mathrm{Re}^{\text {Asimed }}$ | Stenapamum seundaum Foratam' | soul even soo |
|  | Snative S |  |  |

- NO TREES SHALL BE PLANTED ON TOP OR ADJACENT TO PROPOSED FRENCH DRAINS OR INLETS.
- ALL LANDSCAPE INSIDE THE PROPERTY ADJACENT TO ALL LANDSCAPE INSIDE THE PROPERTY ADJACENT TO
DRIVEWAYS SHALL COMPLY WITH THE $10 ' \times 10$ ' SAFE SIGHT-TRIANGLE, PER SE, 33-11 OF MIAMI-DADE COUNTY CODE.
- SEE PUBLIC R.O.W. PLANTING SETBACK DETAILS FOR TREES WITHIN R.O.W.
- LANDSCAPE FOR ALL CORNER LOTS SHALL SHOW COMPLIANCE WITH PWD STANDARD G5. 1
- DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC DRIVEWAYS AND APRROACHES MUST ADHERE TO MDC
DETAILS. MUST BE FLARED OR MIN. 5'-0" RADIUS, AND DETALLS. MUST BE FLARED OR MIN
SHALL NOT BE WIDER THAN $20^{\prime}-0.0$.
- AlL tree dimensions are measured from the face OF TREE TRUNK.



TYPICAL 7- UNIT VILLA LANDSCAPE PLAN
Scale: $1^{\prime \prime}=10$ '


LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
Zoning District: RU-3M W/RU-TH USE
TREES
A. No. trees required per net tot acre

Less exising number of trees meeting minimum requirements
$=28$
$\xlongequal{\text { Less exsiting number of trees } \mathrm{m}} \mathrm{C}$ tress $\times$ net tot tacres $=$
B. \% Palms Allowed: No. trees required $\times 30 \%=$
C. \% Natives Required: No. trees provided $\times 30 \%=$
D. Street trees (maximum average spacing of $125^{\circ} 0.0$,
E. Street tres located directly beneath power lines
(maximum average spacing of $255^{\circ} .0 .5$ ):
F. Total Trees Required

SHRUBS
A. No. fres required $\mathrm{x} 10=$ No. or stribs required
B. No. shrubs required $\times 30 \%=$ No. of native shrubs required

Net Lot Area $\ldots 29$ acres $\underbrace{12,577}$ s.f REQUIRED PROVIDED

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SEE LANDSCAPE LIST


## Public R.O.W. Planting Setback

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## TYPICAL 9-UNIT VILLA LANDSCAPE PLAN

Scale: 1 " $=10$


LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

Zoning District: RU-3M W/RU-TH USE
TREES
A. No. trees required per net lot acre

Less existing number of trees meeting minimum requirements
$=\underset{28}{ }$ trees $\times$ net tot acres $=$
B. \% Palms Allowed: No. trees required $\times 30 \%=$
C. \% Natives Required: No. trees provided $\times 30 \%=$
D. Street trees (maximum average spacing of $33^{\circ}$ o.c.).
E. Street tress located directly beneath power lines
(maximum average spacing of $25^{\circ} .0 . \mathrm{C}$ ): Net Lot Area $\underbrace{37}$ acres $\underline{16,170}^{\text {s.ff }}$ REQUIRED PROVIDED

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\xrightarrow{\text { N/A }} \quad \text { N/A }
$$

F. Total Trees Required $\quad$ Thetal Trees

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& 16 \\
& \hline
\end{aligned}
$$

hrubs
A. No. trees required $\times 10=N$. of shrubs required
B. No. shrubs required $\times 30 \%=$ No. of native shrubs required
$\begin{array}{r}18 \\ -\quad 160 \\ \hline\end{array}$

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SEE LANDSCAPE LIST



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|  | ${ }^{4}$ | 4 | 14 |




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TYPICAL 10- UNIT VILLAS LANDSCAPE PLAN
Scale: $1^{\prime \prime}=10^{\prime}$

| LANDSCAPE LIST |  |  |  |
| :---: | :---: | :---: | :---: |
| TREES |  |  |  |
| Srmbol | duan. | Proposed materal | DESCRPTIO |
| $\bigcirc$ | 3 |  |  |
| (1) | 2 | -Conocarus ereetus |  |
|  |  | Grenenbutionwooo |  |
| - 3 | 7 | Coxtoontoul | ${ }_{\text {F.C. }}^{\text {coic }}$ |
| $\mathrm{E}^{3}$ | 2 |  |  |
|  |  |  | $1{ }^{10.0 . a . a t . ~ D o o v e l ~}$ |
| * | 2 | Dovile M Movicomer Palm | F.G. STAGGERED. |
| SHRUBS AND GROUNDCOVERS |  |  |  |
| Srmbor | auan. | Proposed materal | DESCRPTTION |
| AD | 9 | Asparagus densiflorus 'Myer's <br> Foxtail fern | 24" HT. X 24" SPR. / 24" O.C <br> 3 GAL |
| CE | 50 |  |  |
|  |  |  |  |
| cG | 74 | $\stackrel{\text { Clusa autifera }}{\text { SMALLLEAF CIUSIA }}$ |  |
| FM | 166 | Fius micocoapa' $\mathrm{C}_{\text {Breen } 1 \text { ISand }}$ |  |
|  |  | GREEN SLLAN Ficus |  |
| Cl | 37 |  | 18" HT. X 18" SPR. / 24" O.C. <br> 3 GAI |
| LAWN | ${ }_{\text {Reaured }}^{\text {As }}$ | Steonaphum seaundaum Fioratam | solid Even soo |

- Denotes native species

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

| Zoning District: RU-3M W/ RU-TH USE Net | Net Lot Area $\ldots 4$ | acres $\underline{17,967}^{\text {17 }}$ |
| :---: | :---: | :---: |
| trees | REQUIRED | PROVIDED |
| A. No. tres required per net lot acre |  |  |
| Less existing number of trees meeting minimum requirements |  |  |
| $=28$ - trees $\times$ net lot acres $=$ | 12 | 14 |
| B. \% Palms Allowed: No. trees required $\times 30 \%=$ | 4 | 2 |
| C. \% Natives Required: No. . res provided $\times 30 \%=$ | 4 | 9 |
| D. Street trees (maximum average spacing of 35 ' o.c.): 184 linear feet along street $=$ | 5 | 5 |
| E. Street trees located directly beneath power lines <br> (maximum average spacing of 25 o.c.): linear feet along street $/ 25=$ | NA | N/A |
| F. Total Trees Required $\mathrm{A}+\mathrm{D}+\mathrm{E}=17$ Total Trees | 17 | 19 |
| SHRUBS |  |  |
| A. No. trees required $\times 10=$ No. of shrubs required | 170 | 170 |
| B. No. shrubs required $\times 30 \%=$ No. of native shrubs required | 51 | 124 |



Public R.O.W. Planting Setback




## (s)

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TYPICAL 11- UNIT VILLAS LANDSCAPE PLAN
Scale: $1^{\prime \prime}=10^{\prime}$


Public R.O.W. Planting Setback

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LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan
Zoning District: RU-3M W/ RU-TH USE
Net Lot Area $\quad 45$ acres $\underbrace{}_{19,763}$ s.f
trees
A. No. tres required per net lot acre

Less exising number of trees meeting minimum requirements
$=28$ trees $\times$ net lot acres
B. \% Palms Allowed: No. trees required $\times 30 \%=$
C. \% Natives Required: No. trees provided $\times 30 \%=$
D. Street trees (maximum average spacing of $33^{\circ}$ o.c.):
E. Street trees located directly beneath power lines
E. Street trees located directil beneath power lines
(maximum average spacing of $55^{\circ} \circ .0$.): $:$ linear feet along street $/ 25$

SHRUBS
A. No. trees required $\times 10=$ No. of shrubs required
B. No. shrubs required $\times 30 \%=$ No. of native shrubs required

REQUIRED PROVIDED

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\end{aligned}
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\underline{N / A} \quad \begin{aligned}
& \text { N/A } \\
& \hline
\end{aligned}
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SEE LANDSCAPE LIST

LANDSCAPE NOTES:
No trees shall be planted on top or adjacent to PROPOSED FRENCH DRAINS OR INLETS.

ALL LANDSCAPE INSIDE THE PROPERTY ADJACENT TO
DRIVEWAYS SHALL COMPLY WITH THE $10^{\prime} \times 10^{\prime}$ 'SAFE RIVEWAYS SHALL COMPLY WITH THE 10' $\times 10^{\prime}$ ' SAFE
SIGTT-TRIANGLE, PER SE, 33-11 OF MIAMI-DAD COUNTY SIGHT-
CODE.
SEE PUBLIC R.O.W. PLANTING SETBACK DETAILS FOR TREES WITHIN R.O.W.
LANDSCAPE FOR ALL CORNER LOTS SHALL SHOW COMPLIANCE WITH PWD STANDARD G5. 1
DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC DETALLS. MUST BE FLARED OR MIN. 5'-0" RADIUS, AND SHALL NOT BE WIDER THAN 20'0"'.
All TREE dimensions Are measured from the face OF TREE TRUNK.
$\underset{\text { MAAM DADE. FLORIDA }}{\text { ANTILLA }}$ BY: KOLTER


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## TYPICAL 12- UNIT VILLAS LANDSCAPE PLAN

## Scale: 1"=10'

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

| LANDSCAPE LIST |  |  |  |
| :---: | :---: | :---: | :---: |
| trees |  |  |  |
| srmbol | auav. | Proposeo materal | descripton |
| $\bigcirc$ | 4 | Lagerstroemia indica 'Natchez' WHITE CREPE MYRTLE |  |
|  |  |  | $8^{8 . \mathrm{Ht} .155^{\circ} \mathrm{CAL}}$ |
| $\bigcirc$ | 4 | GRREN BUUTTOMNOOO | ${ }_{\text {F\% }}^{\text {F, }}$ |
| (3) | 6 |  |  |
|  |  | Adonoria menilis singe' |  |
| Eis | 2 | SNCLE CHRSSTMAS PALM | F.G. |
| 边 | 2 | Voin |  |
| SHRUBS AND GROUNDCOVERS |  |  |  |
|  |  |  |  |
| StMBol | duan. | PRoposed materal | DESCRIPTTON |
| AD | 12 | Asparagus densiflorus 'Myer's' <br> Foxtail fern |  |
| CE | 60 | *Conocarpus erectus <br> GREEN BUTTONWOO |  |
| CG | 96 | -Cusas autitera |  |
|  |  | SMALL LEAF CuSIA |  |
| FM | 201 |  | ${ }_{3 \text { Cal }}^{15^{\text {'HIT }}}$ |
| Cl | 32 | *Chrysobalanus icaco 'Red Tip' <br> RED TIP COCOPLUM | 18" HT. X 18" SPR. / 24" O.C <br> 3 GA |
| LAWN | Reatived | Stenotaphrum secundatum 'Floratam' T. AUGUSTINE GRASS | solio even soo |

- DENOTES Native SPECIIS

Zoning District: RU-3M W/RU-TH USE
trees
A. No. trees required per net lot acre
Less existing number of tees

Less existing number of trees meeting minimum requirements
$=28$ trees $\times$ net lot acres $=$
B. \% Palms Allowed: No. trees required $\times 30 \%=$
C. \% Natives Required: No. trees provided $\times 30 \%=$
D. Street tress (maximum average spacing of $35^{\circ} \mathrm{oc}$.c.):
E. Street trees located directly beneath power lines
.Total Trees Reauired or 25 o.c.)._- inear feet along street $/ 25=$ N/A N/A
$A+D+E=20$ Total Trees
SHRUBS
A. No. trees required $\times 10=$ No. of shrubs required
B. No. shrubs required $\times 30 \%=$ No. of native shrubs required

Net Lot Area .50 acres 21,560 s.f. REQUIRED PROVIDED

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\end{array} & \begin{array}{c}
16 \\
\hline 4
\end{array} \\
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2 \\
\hline 6
\end{array} & \begin{array}{c}
10 \\
\hline \text { N/A } \\
\hline 20
\end{array} \\
& \\
\hline & \\
\hline \text { N/A } \\
\hline 200 & \\
\hline 60 & \\
\hline
\end{array}
$$

SEE LANDSCAPE LIST

## LANDSCAPE NOTES:

- NO TREES SHALL BE PLANTED ON TOP OR ADJACENT TO PROPOSED FRENCH DRAINS OR INLETS.
- ALL LANDSCAPE INSIDE THE PROPERTY ADJACENT TO DRIVEWAYS SHALL COMPLY WITH THE 10' $\times 10^{\prime}$ SAFE SIGHT-TRIANGLE PER SE 33-11 OF MIAMI-DADE COUNTY CODE.
- SEE PUBLIC R.O.W. PLANTING SETBACK DETAILS FOR TREES WITHIN R.O.W
- LANDSCAPE FOR ALL CORNER LOTS SHALL SHOW COMPLIANCE WITH PWD STANDARD G5.
- DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC DETAILS. MUST BE FLARED OR MIN. $5^{\prime}-0$ " RADIUS, AND SHALL NOT BE WIDER THAN 20'0".
- ALL TREE DIMENSIONS ARE MEASURED FROM THE FACE OF TREE TRUNK.


## ANTILLA BY: KOLTER LAND



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| LARGE TREE PLANTING DETAIL |  | BLACK WELLINGTON ${ }^{\frac{1}{2}}{ }^{1}$ WIDE NYLON TAPE MINIMUM 2 " $\times$ 2" $\times 2$ 2" $\times$ " P.T. PIN WOOD STAKE PR\#5 RE-BAR 2'-0 LONG. POSITION STABIIIZE TREE <br> TYPICAL TREE GUYING DETAIL | STRAIGHT TRUNK PALM PLANTING DETAIL |
| :---: | :---: | :---: | :---: |
| CURVED TRUNK PALM PLANTING DETAIL |  | TYPICAL CONTAINER SPACING DETAIL | TYPICAL GROUNDCOVER PLANTING DETAIL |

## PLANTING NOTES:

-All plant materiai is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and
-All plants are to be top dressed with a minimum $3^{\prime \prime}$ layer of Melaleuca mulch, Eucalyptus mulch or equal.
-Planting plans shall take precedence over plant list in case of discrepancies.
-No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and
deletions to the plant material must be approved by the project engineer. -No Changes are to be made without he pror consent of to the plant material must te approved by the project engineer
-Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for $100 \%$
sod coverage for all areas specified.

- All la
overla
-All trees in lawn areas are to receive a 24 " diameter mulched saucer at the base of the trunk.
- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are no
acceptable.
- Planting soil for topsoil and backfill shall be $50 / 50$ mix, nematode free. Planting soil for annual beds to be comprised of $50 \%$ Canadian peai moss, $25 \%$ salt tree coarse sand and $25 \%$ Aerolite.
- Tree and shrub pits will be supplemented with "Agriform Pells", 21 gram size with $20-10-5$ analysis, or substitute and name of manufacturer


## SOD NOTES

-Sod is to be grade "A" weed free.
 -All areas marked "LAWN" shall be solid sodded with St. Au
marked 'Bahia Grass' shall be solid sodded with Paspalum.
-Provide a 2 " deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones,
sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as reauired so that the finish grade of sod sflush with adiacent pavement or top of curb as well as adjacent sod in the case of sod patching

Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.
-Keep edge of sod bed a minimum of 18 " away from groundcover beds and 24 "away from edge of shrub beds and
$366^{2}$ away from trees, measured from center of plant.
-Sod Shall be watered inmediattey atter installation to uniformily wet the sol to a teast $2^{"}$ below the bottom of the sod Strips.
-xcavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing

## GENERAL NOTES

-The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to io igging for field verification. The OWner and Landscape Architect shall not be responsible for any damages to utility or irigation lines (see Roadway Plans for
ame cond -Landscape Contractor is to verify all current drawings a
Landscape Architect prior to commencing with the work.

All unattended and unplanted tree pits are to be properly barricaded and flagged during installation. All planting plans are issued as directives for site layout. Any deviaitions, site changes, etcetera are to be brought to


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This Acquisition Agreement is made and entered into this $\qquad$ day of $\qquad$ , 2024 (the "Effective Date"), by and between:


#### Abstract

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and


CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company authorized to do business in the State of Florida, the owner and primary developer of lands within the District, whose address is 105 NE $1^{\text {st }}$ Street, Delray Beach, Florida 33444, and its successors, successors-in-title, and assigns (the "Developer").

WHEREAS, the District was established by Ordinance No. 22-103, enacted September 1, 2022, effective September 11, 2022, enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "Ordinance"), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community known as "Antillia"; and

WHEREAS, the Developer is the owner and primary developer of the $44.21+/-$ acres of lands within the boundaries of the District that are to be developed for residential purposes, as defined in the Engineer's Report (as later defined herein), which lands are more particularly described in Exhibit A, attached hereto and made a part hereof (the "District Lands"); and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and will be a special benefit to the District Lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the District Lands, including, without limitation, stormwater management and control facilities, including, but not limited to, related earthwork; roadway improvements, including impact fees, if applicable; water, wastewater and reclaimed water systems, including connection fees, if applicable; landscaping, irrigation in public rights-of-way and entrance features; hardscape; the differential cost of undergrounding electric utilities; on-site mitigation; and related incidental costs, including professional fees; and other related improvements, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer's Report, dated October 13, 2022, revised October 30, 2023, each prepared by HSQ Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "2024 Project" or the "Improvements"), which Engineer's Report and 2024 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District proposes to issue its $\$$
Antillia Community Development District Special Assessment Bonds, Series 2024 (2024 Project) (the "Series 2024

Bonds"), to finance a portion of the cost of construction of the 2024 Project and/or acquisition of the Developer's rights or interest in the 2024 Project described in Exhibit B, attached hereto and related to the 2024 Project and the Contract Rights, as later defined, pursuant to a Master Trust Indenture, dated as of $\qquad$ 1, 2024, and supplemented by a First Supplemental Trust Indenture, dated as of $\qquad$ 1, 2024 with Regions Bank, as trustee, or another financial institution authorized to serve as a bond trustee in the State of Florida and approved by the District (the "Trustee"), as the same may be supplemented from time to time (collectively, the "Indenture"), executed or to be executed by and between the District and the Trustee; and

WHEREAS, the District, upon the issuance of the Series 2024 Bonds, as later defined, also intends to purchase from the Developer certain real property, which real property is more particularly described in Exhibit C, attached hereto and made a part hereof (the "Property"); and

WHEREAS, in lieu of the conveyance of the Developer's rights or interest in the Improvements constructed and/or installed by the Developer, the Developer may also elect to assign or partially assign to the District or provide for the assignment or partial assignment to the District, subject to the terms and conditions set forth herein, contracts, licenses and permits relating to the construction and/or installation of the 2024 Project (the "Contract Rights"), which Contract Rights are listed in Exhibit D attached hereto, inclusive of all designs, plans and specifications relating to the 2024 Project, prepared by, or on behalf of, the Developer (the "Plans"); and

WHEREAS, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer's rights or interest in the Improvements and the Contract Rights, as described herein and in the Engineer's Report; and

WHEREAS, any capitalized term not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors, successors in title, and assigns (except for end users); and

WHEREAS, as a condition of the District acquiring the 2024 Project, or any portion thereof, the District's Engineer, will certify that the Improvements, or the portion of the Improvements, being conveyed to the District pursuant to this Agreement are part of the 2024 Project and will certify that such Improvements have been completed and that the cost to be charged to the District for each portion of the 2024 Project being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the District Engineer's estimated fair market value of such Improvements.

WHEREAS, the District has determined that it is in the best interests of the District to enter into this Agreement and to acquire and/or construct the 2024 Project, including the Property, as later defined herein, or take assignment of the Contract Rights for the construction and installation of the 2024 Project; and

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

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. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.

2.1 The provisions of Section 3 and Section 4 hereof specifically apply in the event of a conveyance of Improvements constituting the 2024 Project by the Developer to the District, the provisions of Sections 3 and 5 apply to the conveyance of Property by the Developer to the District, the provisions of Section 6 apply to the assignment of Contract Rights from the Developer to the District, and the provisions of Section 7 apply in connection with the payment of impact fees and connection charges. Subject to the next succeeding sentence, the District agrees to pay the Developer subsequent to the issuance of the Series 2024 Bonds, a portion of the total payment for all the Developer's rights or interest in the 2024 Project, including Contract Rights, the Property, impact fees, and connection charges, an amount not to exceed EIGHTEEN MILLION THREE HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-SEVEN AND 00/100 (\$18,377,177.00) DOLLARS (the "2024 Project Cost"). The parties acknowledge that this 2024 Project Cost is in excess of the amount of proceeds from the Series 2024 Bonds to be issued by the District. The total payment to be made by the District for all the Developer's rights or interests in the 2024 Project, inclusive of the Contract Rights, the Property, impact fees, and connection fees, calculated in accordance with and subject to this Agreement shall not exceed the amount of net proceeds available from the Series 2024 Bonds (the "Purchase Price"), including amounts deposited into the Series 2024 Acquisition and Construction Account from monies in the Series 2024 Reserve Account as a result of satisfaction of the Release Conditions.
2.2 In no event shall the District pay more than the Purchase Price for all of the 2024 Project, including payment of any and all reimbursement(s) to the Developer by the District for Contract Rights, the Property, impact fees, and connection charges. In the event that there are not sufficient funds from the net proceeds of the Series 2024 Bonds to pay for the 2024 Project, then, the Purchase Price shall be reduced to equal the amount of remaining funds available from the net proceeds of the Series 2024 Bonds so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements, the Contract Rights, and the Property subject to this Agreement without further right to any additional payments for such Improvements, Contract Rights, and the Property. The acquisition of the Developer's rights or interest in the 2024 Project, including the Property and the Contract Rights, and the impact fees and connection charges paid by the Developer on behalf of the District, and the District's payment for same shall be in accordance with the terms of this Agreement and the Indenture and with the resolution or resolutions authorizing the Series 2024 Bonds and approving the Engineer's Report. Notwithstanding, the parties recognize that Developer shall not be paid more that the Purchase Price for the 2024 Project, inclusive of the Property and the Contract Rights, impact fees and connection fees.

## 3. CONVEYANCE OF PROJECT IMPROVEMENTS AND PROPERTY.

3.1 In accordance with the terms and conditions of this Agreement, including specifically the terms of payment set forth in throughout this Agreement, the Developer shall, in one or more conveyances, convey to the District by dedication, deed, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the 2024 Project, including the Property, from time to time and as the Improvements are completed. Prior to the date of conveyance, the Developer shall provide the District with copies of the plans and specifications describing the Improvements being conveyed, surveys describing any interests in real property, including the Property, to be conveyed, an attorney's opinion of title or other evidence of title acceptable to the District and its counsel, describing the nature of Developer's rights or interest in the Improvements being conveyed, and stating that said Improvements, Property and other real property are free and clear of all liens and encumbrances, except as provided herein, and that all governmental approvals necessary to install or construct the Improvements have been obtained and that the Developer is conveying the complete interest in the Improvements. Within a reasonable time subsequent to closing on the conveyance of the Improvements, or a portion thereof, Developer agrees to and shall provide District with as-built surveys for all constructed and conveyed Improvements. The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of-way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other governmental bodies, public entities, other quasi-public organizations or the District. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights.
3.2 Conveyance of interests in real property, including the Property. Pursuant to and as more particularly described in the Engineer's Report and as part of the Project, the Developer is required, at no cost to the District, to convey or ensure the conveyance of those interests in real property necessary for the District to own, operate and maintain the Project. With respect to the conveyance of the interests in real property, on the date of the closing on said Property, or portions thereof, the Developer shall deliver to the District the following original documents:
a. Special Warranty Deed (the "Deed") or Grant of Easement, as the case may be (a Quit Claim Deed may be acceptable to the District for those interests in real property conveyed fee simple to the District and for no compensation therefor)
b. Attorney's Opinion of Title
c. Owner's/Seller's Affidavit
d. Bill of Sale for improvements on the property.
e. Any necessary consent resolutions
f. Any assignments or other documents that might be required as part of or in connection with the issuance of the title commitment or opinion of title.
3.3 The parties acknowledge and agree that certain portions of the 2024 Project may have been or will be constructed in rights-of- way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the 2024 Project may be subject to certain rights of other governmental bodies, public entities, other quasi-public organizations. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights provided such rights are perpetual in nature.
3.4 All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Series 2024 Bonds, and the District shall make payment for such conveyances in accordance with Section 4 and Section 5 below, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Series 2024 Bonds.
3.5 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.
3.6 The Developer further agrees to convey, or have conveyed without monetary consideration, such real property, other than the Property, and interests in real property, whether by deed, easement, or otherwise, from the Developer or other owner(s), as the case may be, so that the District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accordance with the Engineer's Report. Developer further agrees to, within twenty (20) days of the date of this Agreement, convey or have conveyed, at no cost, such other real property interests in the District Lands from the Developer in favor of the District as determined to be necessary by District Counsel and which permit the District to acquire, own, and operate the 2024 Project within said District Lands.
4. PAYMENT FOR IMPROVEMENTS. After receipt by the District of funds from the proceeds of the Series 2024 Bonds, and in accordance with the terms of the Indenture (to be entered into in connection with the issuance of the Series 2024 Bonds) and this Agreement, the District agrees to pay the Developer, as total payment for all the Developer's rights or interest in the Improvements an amount not to exceed the Purchase Price, with the exact purchase price to be based on the certificate of the District Engineer and, in all cases, subject to the amount of funds available to the District from the net proceeds of the Series 2024 Bonds to pay for the Improvements (defined herein as the Purchase Price). The Purchase Price is inclusive of any impact fees, connection charges that are part of the District's 2024 Project as described in Section 7 of this Agreement and in the Engineer's Report. The payment of the Purchase Price shall occur in the following manner:
4.1 Payment. From time to time subsequent to the Effective Date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Series 2024 Bonds or from moneys transferred from the Series 2024 Reserve Account as a result of satisfaction of Release conditions, upon proper requisition as provided by the Indenture and upon certification by the Engineer and the Developer in accordance with Section 9 of this Agreement with respect to any portion of the 2024 Project to be conveyed or already conveyed, the District shall direct the Trustee
to pay the Developer such certified amount in one or more installments as necessary. To the extent that there are sufficient funds available from the net proceeds of the Series 2024 Bonds to pay for the 2024 Project from such proceeds, the District will continue to pay the Developer for certain portions of the 2024 Project as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the proceeds of the Series 2024 Bonds or from moneys transferred from the Series 2024 Reserve Account as a result of satisfaction of Release conditions, to pay for the 2024 Project
4.2 Maximum Payment. In no event shall the District pay more than the Purchase Price for all of the 2024 Project, and in the event that there are not sufficient funds from the proceeds of the Series 2024 Bonds or from moneys transferred from the Series 2024 Reserve Account as a result of satisfaction of Release conditions, to pay for 2024 Project, then the Purchase Price shall be reduced to equal the amount of remaining funds available from the net proceeds of the Series 2024 Bonds or from moneys transferred from the Series 2024 Reserve Account as a result of satisfaction of Release conditions,, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the 2024 Project subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the 2024 Project by the District and District's payment for same shall be in accordance with the terms of this Agreement and the Indenture and with the resolution or resolutions authorizing the Series 2024 Bonds.
4.3 No provision of Section 4 shall relieve the Developer of the completion obligations in Section 9 or which may be contained in a separate completion agreement to be entered into prior to the issuance of the Series 2024 Bonds between the District and the Developer (the "Completion Agreement"). Notwithstanding anything else in this Agreement to the contrary, the District and Developer acknowledge that the District's obligation to pay for the 2024 Project is subject to the terms of the Indenture.
5. PAYMENT FOR PROPERTY. In accordance with the terms of the Indenture and this Agreement, the District agrees to pay the Developer upon the issuance of the Series 2024 Bonds, and in particular the Antillia Community Development District Special Assessment Bonds, Series 2024 (2024 Project), as total payment for all of the Developer's rights or interest in the Property, an amount not to exceed ONE MILLION THREE HUNDRED FORTY-TWO THOUSAND SIX HUNDRED FORTY-FIVE AND 00/100 (\$1,342,645.00) DOLLARS (the "Property Purchase Price") for $\mathbf{3 . 6 5}$ acres, which is, by mutual agreement of the parties, and is subject to the availability of proceeds from the Series 2024 Bonds. The Property Purchase Price is equal to the lesser of the Developer's actual cost basis for acquiring the Property as set forth in the Engineer's Report $(\$ 367,848.00$ per acre x 3.65 acres $=\$ 1,342,645.00)$ (the "Cost Basis Price") and the fair market value of said Property, defined herein as the Appraised Price as determined pursuant to Section 5.1 below.
5.1 Calculation of the Appraised Price. The District, with the consent of the Developer selected a M.A.I. appraiser licensed by the State of Florida and possessing substantial experience concerning residential property within the county within which the District is located. The selected appraiser, The Urban Group, independently calculated the current fair market value of the Property and prepared an Appraisal Report of 4.836 Acres of Land-Portion of Whole Property

Located at the NEC of SW $360^{\text {th }}$ Street \& SW $180^{\text {th }}$ Avenue, 17901 SW $360^{\text {th }}$ Street, Florida City, FL 33034, dated May 11, 2023 (the "Appraisal Report"), which Appraisal Report is incorporated herein by reference. The District and the Developer accept the Appraisal Report and the findings contained therein, including, but not limited to, the determination that the fair market value of the Property is $\$ 2,525,000$ (or approximately $\$ 522,125.72$ per acre, depending on the parcel and the proposed use as identified and described in the Appraisal Report (the "Appraised Price"). The Appraised Price greater than the Cost Basis Price, therefore, the Cost Basis Price shall be utilized to determine the Property Purchase Price, subject to the availability of proceeds from the Series 2024 Bonds.
5.2 Nothing in this Agreement shall obligate the District to make payments for the Property in a cumulative amount in excess of the Property Purchase Price. For payments for the Property in a cumulative amount less than or equal to the Property Purchase Price, nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the proceeds of the Series 2024 Bonds, or specifically made available pursuant to the applicable Indenture, to pay for the Property.
5.3 No provision of this Section 5 shall relieve the Developer of its completion obligations as set forth in Section 10 below, including without limitation the obligation to complete the conveyance of all of the rights and interests in the Property subject to this Agreement.
5.4 At no cost to the District, Developer further agrees to convey such real property and interests in real property, whether by deed, easement or otherwise, so that District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accord with the Engineer's Report.
5.5 All ad valorem real estate taxes, personal property taxes and all assessments associated with the Property, or any parcel thereof, for the year of closing shall be prorated as of the closing date upon the amount of such taxes for the year of closing if the amount of such taxes is known at the time of closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, for the preceding year. If any tax prorations shall be based upon the amount of taxes for the year preceding the year of closing; such taxes, at the request of any party hereto, shall be re-prorated and adjusted between the parties, on the basis of the November payment, forthwith after the tax bills for the year of closing are received.
5.6 The Property Purchase Price shall only be paid from the available proceeds of the Series 2024 Bonds.
6. ASSIGNMENT OF CONTRACT RIGHTS. Developer hereby agrees to sell and assign or provide for the assignment to District, and District hereby agrees to purchase and take assignment of, the Contract Rights and all of Developer's rights, title and interest in, to, and under any contracts, agreements, understandings, permits and licenses relating to the 2024 Project for performance of the work contemplated by the Contract Rights. The Contract Rights, as listed in Exhibit D, include all contracts for materials construction, service, design, and maintenance and any other contracts, insurance, bonds, undertakings, agreements and understandings relating to the financing, funding, planning, acquisition, design, construction, reconstruction, equipping,
installation, and maintenance of the 2024 Project, and certain easements or other interests in property related to the 2024 Project. The Contract Rights further include the Plans (i.e., all designs, plans and specifications relating to the 2024 Project, prepared by, or on behalf of, the Developer), as well as all tests, records, licenses, permits, authorizations, and choses in action obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity, relating to the 2024 Project and the property upon which such 2024 Project will be, or have been, funded, planned, acquired, constructed, reconstructed, equipped, installed, or maintained. The parties contemplate the assignment of Contract Rights with the issuance of the Series 2024 Bonds, consistent with proceeds made available to the District from such issuance of Series 2024 Bonds to fund the portion of the 2024 Project addressed and defined in the documents pertaining to such Series 2024 Bonds.
6.1 As a condition of the District accepting an assignment of the Contract Rights, the Engineer shall certify that the cost of the work contemplated by the Contract Rights being assigned does not exceed the Engineer's estimated value of the portion of the 2024 Project to be constructed pursuant to the Contract Rights, when such Improvements thereunder are completed in accordance with the Plans. The instrument of assignment of Contract Rights shall be in a form reasonable satisfactory to the District and shall assign all of Developer's interests in the Contract Rights, and Developer shall present and warrant that Developer has the right and power to assign the Contract Rights to the District, has received all required consents to effect such assignment, and that said instrument fully effects an assignment of the Contract Rights. It is understood that if the assignment of Contract Rights is not severable between the 2024 Project and non-public infrastructure, only the 2024 Project with respect to such Contract Rights shall be the obligation of the District.
6.2 The District shall pay the Developer for the assignment of the Contract Rights to the District an amount equal to all sums paid by or on behalf of the Developer under the Contract Rights through the date of assumption by the District, which consideration the parties agree is sufficient for such Contract Rights, and that there shall be no additional monetary consideration paid by the District to the Developer in exchange for assignment of the Contract Rights pursuant to this Agreement. As a condition of payment by the District to the Developer for the Contract Rights, the District Engineer shall first certify that any and all sums paid by or on behalf of the Developer under the Contract Rights were for the performance of work that is related to the Project and, that the Improvements related to such payments have been completed in accordance with the Plans and are in good condition and repair, and that any and all such payments by the District do not exceed the lesser of (i) the actual sums paid by or on behalf of the Developer under the Contract Rights for construction of Project related to such payments, or (ii) the Engineer's estimate of the value of the Project related to such sums paid by or on behalf of the Developer in accordance with the terms of the Contract Rights. In no event shall the District pay the Developer pursuant to this provision for work completed on the 2024 Project which the District acquires from the Developer pursuant to Section 4 of the Agreement.
6.3 By approval and execution of this Amendment on behalf of the District, the proper district officials are hereby authorized to execute on behalf of the District such instruments of assignment and other documentation as may be necessary to effectuate the conveyance of the Contract Rights in accordance with the terms of this Agreement, including, but not limited to, one or more Assignment and Assumption of Contract Rights instruments in a form acceptable to the District Counsel of the District.
6.4 The parties to this Amendment shall enter into temporary construction easements over each other's lands, as necessary, for the completion of the 2024 Project, as determined by the District Engineer of the District.
6.5 From available proceeds of the Series 2024 Bonds and in accordance with the Indenture and the Agreement, the District shall cause the work contemplated by the assigned Contract Rights to be performed and completed and shall enter into such other contracts as are necessary to complete the portion of the 2024 Project contemplated by the assigned Contract Rights. To the extent that available proceeds of the Series 2024 Bonds are not sufficient to complete the work contemplated by the assigned Contract Rights, the Developer shall pay to the District within ten (10) days from demand by the District, a sum of money sufficient to complete the work contemplated by the assigned Contract Rights.
6.6 The acquisition of the Developer's rights or interest in any portion or all of the Contract Rights by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the Indenture, which are specifically incorporated herein by reference and made a part hereof.
7. PAYMENT FOR IMPACT FEES AND CONNECTION CHARGES. The Developer agrees that road impact fees and water and sewer connection charges are part of the District's 2024 Project. If the Developer pays the impact fees, and/or connection charges to the applicable government authorities, it shall be paying them on behalf of the District. To the extent the net proceeds of the Series 2024 Bonds or any available moneys are transferred from the Series 2024 Reserve Account as a result of satisfaction of Release conditions are sufficient, the District shall reimburse the Developer if the Developer makes such payments. The 2024 Project may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's capital improvement plan and financing arrangements, the District and the Developer agree that the Developer may retain such impact fee credits, provided that the Developer contributes a corresponding amount of infrastructure, real property and/or work product as part of the District's 2024 Project or reduces the Purchase Price accordingly by a mutually agreed upon amount. The District and the Developer agree that the contribution of real property or infrastructure required shall be equal to the reasonable fair market value of any such impact fee credits. Alternatively, the Developer may provide process of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Series 2024 Bonds, and for use in acquiring or construction the Project.

## 8. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY. Aflle

 time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed 2024 Project as provided in Sections 3 and 4 above or the payment to the Developer for Contract Rights pursuant to Section 6 above, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any conveyance of Improvements, to assign to the District any other warranties associatedwith or applicable to the Improvements. Developer further agrees to assign all applicable warranties pertaining to the Improvements, or any portion thereof, to District as part of any conveyance. Notwithstanding any warranty relating to the Improvements contained herein, the District acknowledges that any real property, including the Property conveyed hereunder shall be conveyed in "AS IS, WHERE IS" condition, with no representation, warranty, or recourse, excepting that which is provided in any special warranty deed or title insurance commitment pertaining to the real property.
9. CERTIFICATIONS. Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the 2024 Project; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contractors, subcontractors and material men that have provided services or materials in connection with such Improvements; and (f) that the amount to be paid to the Developer for any portion of the Property does not exceed the lower of the Cost Basis Price or the fair market value of the Property (Appraised Price); (g) that said Property for which payment is to be made is part of the 2024 Project; (h) that sufficient funds are available from the net proceeds of the Series 2024 Bonds or from moneys transferred from the Series 2024 Reserve Account as a result of satisfaction of Release conditions, or are otherwise available to acquire or construct any remaining portion of the 2024 Project (subject to the Developer completion obligations set forth in Section 10 of this Agreement and in the Completion Agreement (2024 Project) of equal date herewith; and (i) that all conditions set forth in the Indenture to make disbursements have been satisfied. . The Developer shall also certify to the District that each payment to be received pursuant to this Agreement does not constitute a loan of the proceeds of the Series 2024 Bonds to the Developer. The Developer shall provide a certificate of completion signed by the Developer and the Engineer and delivered to the District for any and all completed improvements to be paid for pursuant to Section 4 above, if any and for any and all Property to be paid for pursuant to Section 5 above, if any.

Final completion of the Improvements not the subject of Contract Rights and for and and all the Property acquired by the District is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District's Engineer and delivered to the District.
10. COMPLETION. The Developer covenants that it shall cause the Improvements comprising the 2024 Project to be completed and conveyed and shall convey, or cause to be conveyed, any interests in any real property, including the Property, necessary for the maintenance and operation of the Improvements comprising the 2024 Project, regardless of whether the proceeds
of the Series 2024 Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyances. From available proceeds of the Bonds and other available funds and in accordance with the Indenture and this Agreement, the District shall cause the work contemplated by the assigned Contract Rights to be performed and completed and shall enter into such other contracts as are necessary to complete the portion of the Improvements contemplated by the assigned Contract Rights. To the extent that available proceeds of the Bonds and other available funds are not sufficient to complete the work contemplated by the assigned Contract Rights, upon demand from the District, the Developer shall pay to the District within a commercially reasonable time but no later than the time necessary to ensure the District's compliance with any payment obligations under the Contract Rights, the amount of money sufficient to complete the work contemplated by the assigned Contract Rights. The Developer acknowledges that the Purchase Price may exceed the amount of net proceeds anticipated to be available from the Series 2024 Bonds to be issued by the District. According to the Master Special Assessment Methodology Report, dated October 21, 2022, as supplemented with the First Supplemental Assessment Methodology Report, dated $\qquad$ , 2024, each prepared by Special District Services, Inc., as such may be further amended and supplemented from time to time (collectively, the "Methodology Report"), which Methodology Report is incorporated herein by reference, the District will issue \$ $\qquad$ in principal amount of Series 2024 Bonds, which will provide approximately $\$ \ldots \quad$ in available Bond proceeds to pay the Purchase Price, or a portion thereof. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds from any source other than the net proceeds of the Series 2024 Bonds.
11. NO ADDITIONAL PAYMENT OBLIGATION. Nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the net proceeds of the Series 2024 Bonds or from moneys transferred from the Series 2024 Reserve Account as a result of satisfaction of Release conditions, or specifically made available pursuant to the Indenture, to pay for the 2024 Project, including the Property, the Contract Rights, impact fees, and connection fees.
12. APPLICATION OF INDENTURE. The acquisition of the Developer's rights or interest in any portion or all of the 2024 Project, including the Property, and the Contract Rights, by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the Indenture, which are specifically incorporated herein by reference and made a part hereof.
13. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors in title, and assigns.
14. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of
the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.
16. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.
17. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
18. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to 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 executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.
20. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
21. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total annual special assessment revenue collected or to be collected for the payment of scheduled debt service on the Series 2024 Bonds or (b) lessens Developer's obligations in this Agreement without the written consent of the Trustee for the Series 2024 Bonds, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding. The term "Majority" shall mean more than fifty (50\%) percent.
22. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.
23. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law.
24. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
25. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2024 Bonds, on behalf of the Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.
26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
27. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2024 Bonds outstanding; however, no consent shall be required if the assignee is acquiring a Majority of the Developer's interest in the District Lands.
28. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements and the Contract Rights, which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of the Improvements as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.
29. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

| District: | Antillia Community Development District <br> c/o Special District Services, Inc. <br> 2501A Burns Road <br> Palm Beach Gardens, Florida 33410 <br> Attention: District Manager |
| :--- | :--- |
| With copy to: | Billing, Cochran, Lyles, Mauro \& Ramsey, P.A. <br> 515 East Las Olas Boulevard, Suite 600 <br> Fort Lauderdale, Florida 33301 <br> Attention: Michael J. Pawelczyk, Esq. |
| Developer: | CRE-KL Antillia Owner, LLC <br>  <br>  <br>  <br> 105 NE 1 st Street <br> Delray Beach, Florida 33444 <br> Attn: $\quad$, Vice President |

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government or the government of the State of Florida shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
30. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28 , Florida Statutes, as amended, or other statutes or law.
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

# ANTILLIA COMMUNITY DEVELOPMENT DISTRICT 

Witnesses:

Print Name

Print Name

By:
Michael Caputo, Chairman
Board of Supervisors
Attest:
Gloria Perez, Secretary
$\qquad$ day of $\qquad$ , 2024

STATE OF FLORIDA \}
COUNTY OF $\qquad$
The foregoing instrument was acknowledged before me by means of [__ ] physical presence or
$\square$ ] online notarization, this $\qquad$ day of $\qquad$ , 2024, by Michael Caputo, as Chairman of the Board of Supervisors of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced $\qquad$ as identification.
[SEAL]
Notary Public
Commission Expires: $\qquad$
STATE OF FLORIDA COUNTY OF $\qquad$\}

The foregoing instrument was acknowledged before me by means of [__ ] physical presence or [ ] online notarization, this $\qquad$ day of $\qquad$ , 2024, by Gloria Perez, as Secretary of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or has produced $\qquad$ as identification.
[SEAL]
Notary Public
Commission Expires: $\qquad$

# CRE-KL ANTILLIA OWNER, LLC, a 

Delaware limited liability company
Witnesses:
$\overline{\text { Print Name }}$

By: $\qquad$
Print Name:
Vice President and Authorized
Signatory of CRE-KL Antillia Owner, LLC
$\qquad$ day of $\qquad$ , 2024

## Print Name

STATE OF FLORIDA COUNTY OF $\qquad$ \}

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [___] online notarization, this ___ day of $\qquad$ , 2024, by $\qquad$ , as Vice President and Authorized Signatory of CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company. $\mathrm{He} /$ She is personally known to me or has produced
$\qquad$ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

## Exhibit A

## District Lands

## LEGAL DESCRIPTION:

The SE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ LESS the West and South 30 feet thereof, in Section 25, Township 57 South, range 38 East, lying in Miami-Dade County, Florida.


#### Abstract

AND The West $1 / 2$ of the SE $1 / 4$ of the SE $1 / 4$ in Section 25, Township 57 South, Range 38 East, lying in Miami-Dade County, Florida.


## AND

The NE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, and the South $1 / 2$ of the SE $1 / 4$ of the NW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, lying in Miami-Dade County, Florida.

## Exhibit B

## Improvements

1. Roadway Improvements. The roadway improvements consist of the offsite roadway improvements within SW $180^{\text {th }}$ Avenue, SW $360^{\text {th }}$ Street, and SW $178^{\text {th }}$ Avenue, as more particularly described in the Engineer's Report, dated October 13, 2022, revised October 30, 2023, prepared by HSQ Group, LLC (the "Engineer"), as may be amended or supplemented from time to time (collectively, the "Engineer's Report").
2. Stormwater Management Facilities. The stormwater management facilities consist of drainage inlets and culverts, including exfiltration trenches, a stormwater management tract comprised of an on-site lake (wet retention), drainage improvements and facilities for the onsite roadways and the offsite roadways, and related earthwork, as more particularly described in the Engineer's Report.
3. Water Distribution System. The water distribution system consists of 8-inch diameter water mains located within the internal road rights-of-way and offsite public rights-of-way, along with fire hydrants, gate valves, connections, and water meters, as more particularly described in the Engineer's Report. Connection charges for the provision of water distribution services are included as part of these improvements
4. Sanitary Sewer Collection and Transmission System. The sanitary sewer collection and transmission system consists of 8 -inch diameter gravity sewer mains and 4 -foot diameter manholes throughout the system, along with a 6 -inch force main to discharge all sewer flows from the on-site pump station to the existing 24-inch force main located within the SW $180^{\text {th }}$ venue right-of-way, as more particularly described in the Engineer's Report. Connection charges for the provision of sanitary sewer services are included as part of these improvements.
5. Hardscape, Landscape and Irrigation. The 2024 Project includes a master irrigation system installed for both the internal common areas and the adjacent public rights-of-way, entry features, perimeter buffers, and street trees located within the public rights-of-way, as more particularly described in the Engineer's Report.
6. Underground Electrical. The 2024 Project includes the differential cost of undergrounding the electric utility lines, as more particularly described in the Engineer's Report
7. Other Improvements. Those other, appurtenant, and related public infrastructure improvements, as described and depicted in the Engineer's Report.

## Exhibit C

## Property

The tracts of land, referred to as Tracts B (2.81 acres) and D ( 0.84 acres), consisting of a total of 3.65 acres, more or less, which individual tracts are more particulalary described in the Engineer's Report, incorporated herein by reference, and which a more particularly described in the immediately following pages of this Exhibit.

## Exhibit D

## Contract Rights

1. Contractor Agreement between Developer and Downrite Engineering Corporation, for the Antillia Project, dated February 24, 2023, the First Addendum to Contract, dated August 8, 2023, the Second Addendum to Contract, dated September 28, 2023, the Third Addendum to Contract, dated September 28, 2023, and amendments and change orders thereto (collectively, the "Contract"). This Contract, initially, shall be partially assigned by Developer to District with respect to and to the extent it pertains to the 2024 Project only and to the extent the work under such Contract has been identified by the District Engineer of the District as 2024 Project Costs, in accordance with the Engineer's Report and the Assignment and Acquisition Agreement (2024 Project) between the Antillia Community Development District and CRE-KL Antillia Owner, LLC, dated $\qquad$ , 2024 (the "Acquisition Agreement").
2. Any and all licenses and permits necessary to construct and Plans (as defined in the Acquisition Agreement) relating to the construction of the 2024 Project, and which pertain to the Contract Rights assigned pursuant to the Acquisition Agreement.

The Contract Rights listed above are hereby incorporated into and by reference made a part of the Acquisition Agreement. The references to the 2024 Project or the Improvements shall be as defined in said Acquisition Agreement and in the Engineer's Report, as the same may be amended from time to time by the District.

# COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO ANTILLIA (SERIES 2024 BONDS) 

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO ANTILLIA (herein, the "Assignment") is made this $\qquad$ day of , 2024, by CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 105 NE $1^{\text {st }}$ Street, Delray Beach, Florida 33444 (together with its successors, successors in title, and assigns, the "Developer" or "Assignor"), in favor of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and created under the laws of the State of Florida, whose address is Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, located in unincorporated Miami-Dade County, Florida (together with its successors, successors in title, and assigns, the "District" or "Assignee").

## RECITALS

WHEREAS, the District proposes to issue its \$ $\qquad$ Antillia Community Development District Special Assessment Bonds, Series 2024 (2024 Project) (the "Series 2024 Bonds"), to finance certain public infrastructure which will provide special benefit to the residential lots (collectively, the "Lots" and individually, a "Lot") contained within certain lands owned by Assignor and described in Exhibit "A" attached hereto (the "Subject Property"), which will be included in the residential project commonly referred to as "Antillia" (the "Project"), located within the geographical boundaries of the District; and

WHEREAS, the security for the repayment of the Series 2024 Bonds is the special assessments levied against the assessable lands within the District and, upon platting, the residential Lots within an assessment area consisting of the Subject Property (the "Series 2024 Special Assessments"); and

WHEREAS, in the event of default in the payment of the Series 2024 Special Assessments securing the Series 2024 Bonds, the District has certain remedies with respect to the lien of the Series 2024 Special Assessments as more particularly set forth herein; and

WHEREAS, if the Series 2024 Special Assessments are direct billed, the sole remedy available to the District for non-payment of the Series 2024 Special Assessments would be an action in foreclosure and if the Series 2024 Special Assessments are collected pursuant to

Florida's uniform method of collection, the sole remedy for non-payment of the Series 2024 Special Assessments is the sale of tax-certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights, as hereinafter defined, to complete the Project to the extent that such Development Rights have not been previously assigned, transferred or otherwise conveyed (i) as fully-developed Lots conveyed to unaffiliated homebuilders or end-users, or (ii) with respect to any property which has been conveyed, or is in the future to be conveyed to Miami-Dade County, Florida (the "County"), the State of Florida, the District, any utility provider, any other governmental or quasi-governmental entity, any applicable homeowners' or property owners' association or other governing entity or association, as may be required by applicable permits, plats, entitlements, or regulations affecting the District, if any, for the benefit of the capital infrastructure improvements project to be financed in part with the Series 2024 Bonds (a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Project and shall be inchoate and shall only become an effective and absolute assignment and assumption of the Development Rights, as described below, upon failure of the Assignor to pay the Series 2024 Special Assessments levied against the Subject Property 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 or to the extent that a Prior Transfer has not already occurred with respect to all or a portion of the Development Rights; 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 Project; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Subject Property that is not a Prior Transfer, the successors-in-interest to the real property so conveyed by the Developer shall be subject to this Assignment, which shall be recorded in the Official Records of Miami-Dade County, Florida.

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 sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

## 2. Collateral Assignment.

(A) Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor, all of its development rights relating to the Project (herein the "Development Rights") as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2024 Special Assessments levied against the Subject Property while owned by the Assignor. The Development Rights shall
include the following as they pertain to the Project, but shall specifically exclude any such portion of the Development Rights which relate solely to the Lots or any property which has been conveyed to any end-user, the County, the State of Florida, the District, any utility provider, any other homebuilder, any other governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the Project, if any, or to end user residents (the "Excluded Property"):
(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, development agreements and homeowners' or property owners' association covenants and documents.
(b) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements.
(c) Preliminary and final site plans.
(d) Architectural plans and specifications for public buildings and other improvements to the assessable property within the District and the Subject Property (other than residential dwelling unit plans).
(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Project and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the development of the Subject Property.
(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Project or the construction of improvements on the Subject Property.
(g) Contracts and agreements with private utility providers to provide utility services to the Subject Property.
(h) All prepaid impact fees, impact fee credits, mobility fee credits, and mitigation credits.
(i) Landowner's rights as declarant under any recorded covenants, conditions and restrictions of any property owners or homeowners association with respect to the Subject Property.
(j) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.
(B) This Assignment is not intended to and shall not impair or interfere with the development of the Subject Property, and shall be inchoate and shall only become an effective and absolute assignment and assumption of the Development Rights, from time to time, only
upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Series 2024 Special Assessments levied against the portion of Subject Property owned by Developer, failure of Developer to satisfy a true-up obligation, a default or failure to perform under any of the Bond Documents, to the extent applicable, or Event of Default hereunder, which default or failure remains uncured after passage of any applicable cure period. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.
(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2024 Bonds in full; (ii) Development Completion which shall mean the issuance of certificates of occupancy for all residential units and non-residential space; (iii) transfer of any Development Rights to the County, the State of Florida, the District, any utility provider, any other governmental or quasigovernmental entity; any homeowners' or property owners' association, but only to the extent of such transfer; or (iv) transfer of fully developed Lots which have been conveyed to unaffiliated homebuilders or residential end-users but only as to such Lots transferred, from time to time.
3. Warranties by Assignor. Assignor represents and warrants to Assignee that:
(a) Other than in connection with the sale or conveyance of Lots (completed or otherwise) or property, or in connection with securing a construction loan from an institutional lender to finance the development of the Project on the Subject Property, Assignor has made no assignment of the Development Rights to any person other than Assignee.
(b) Assignor is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.
(c) 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.
(d) Any transfer, conveyance or sale of Lots shall subject any and all affiliated entities or successors-in-interest or successors in title of the Assignor to the Assignment, except to the extent of a conveyance described in Section 2 relating to Excluded Property.
4. Covenants. Assignor covenants with Assignee that during the Term (as defined herein):
(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development Rights and (ii) give notice to Assignee of any claim of default relating to the Development Rights given to or by Assignor, together with a complete copy of any such claim.
(b) The Development Rights include all of Assignor's right to modify the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights.
(c) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Series 2024 Bonds.
(d) Assignor shall pay the Series 2024 Special Assessments levied against the portions of the Subject Property owned by Assignor when due.
5. Events of Default. Any breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be greater than thirty (30) days unless Assignee, in its reasonable discretion, agrees to a longer cure period not to exceed ninety (90) days) shall constitute an Event of Default under this Assignment.

## 6. Remedies Upon Default.

(a) Upon an Event of Default, or the transfer of title to Lots or other property owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee) (herein a "Transfer"), Assignee may directly or by way of an agent appointed by the Assignee, as Assignee's sole and exclusive remedies under this Assignment, take any or all of the following actions, at Assignee's option:
(i) Perform any and all obligations of the respective Assignor relating to the Development Rights and exercise any and all rights of Assignor therein as fully as such Assignor could.
(ii) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.
(ii) Further assign any and all of the Development Rights to a third party acquiring title to the Property so acquired or any portion thereof on the District's or the bondholders' behalf.
(b) Notwithstanding the foregoing, the Assignee acknowledges and agrees that is shall not use the proceeds of the Series 2024 Bonds on any improvements necessary to reach Development Completion other than the Improvements that are part of the 2024 Project. Improvements that are outside the scope of the 2024 Project, including those improvements that are not otherwise able to be funded or constructed by Assignee, may be funded or constructed by Assignee's designee.
(c) Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development Rights unless it chooses to do so in its sole discretion and is legally permitted to do so. Nor shall any provisions hereunder be construed to place liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development Rights.
7. Authorization. Upon the occurrence of an Event of Default or Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to Assignee or its designee upon written notice and request from Assignee. Any such performance in favor of Assignee or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor, but not a release of Assignor from any remaining obligations under this Agreement.
8. Term and Termination. In the event this Assignment does not become an effective and absolute assignment and assumption of the Development Rights, this Assignment shall automatically terminate upon the earliest to occur of the following (the "Term"): (i) payment of the Series 2024 Bonds, plus accrued interest in full; (ii) completion of the construction and sale of all Lots within the Subject Property to end-users; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer.
9. Third Party Beneficiaries and Direction of Remedies Upon Default. This Assignment shall inure to the benefit of Regions Bank, as Trustee for the Series 2024 Bonds (the "Trustee"), and the holders of the Series 2024 Bonds and such parties are hereby deemed third party beneficiaries of this Assignment. In the event of an Event of Default, the Trustee, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding, shall have the right to direct the actions of the District and select the remedies in this Assignment. The term "Majority," as used herein, shall mean more than fifty ( $50 \%$ ) percent. The District hereby agrees that it shall not take any material action under this Assignment that (a) could have the effect of reducing the total annual debt service revenue collected or to be collected for the Series 2024 Bonds or (b) that lessens Developer's obligations in this Agreement without the prior written consent of the Trustee, acting at the direction and on behalf of the owners of a Majority of the Series 2024 Bonds then outstanding, fail to take any action under this Assignment after direction from the Trustee, or take any action under this Assignment inconsistent with any direction of the Trustee. The Trustee shall not be deemed to have assumed any obligations hereunder.
10. Amendment. Except with respect to a partial release or a termination as provided in Section 8 above (each of which may be executed solely by Assignee), this Assignment may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Notwithstanding anything herein to the contrary, this assignment may not be materially amended in a manner that (a) could have the effect of reducing the total annual debt service revenue collected or to be collected for the payment of scheduled debt service on the Series 2024 Bonds or (b) lessens the Developer's obligation in this Agreement without the written consent of the Trustee for the Series 2024 Bonds, acting at the direction of the Bondholders (as defined in the Indenture for the Series 2024 Bonds) owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding.
11. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving
such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

| District: | Antillia Community Development District c/o Special District Services, Inc. <br> 2501A Burns Road <br> Palm Beach Gardens, Florida 33410 <br> Attention: District Manager |
| :---: | :---: |
| With copy to: | Billing, Cochran, Lyles, Mauro \& Ramsey, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq. |
| Developer: | CRE-KL Antillia Owner, LLC <br> 105 NE $1^{\text {st }}$ Street <br> Delray Beach, Florida 33444 <br> Attn: <br> , Vice President |

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government or the government of the State of Florida shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
12. Miscellaneous. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

## ASSIGNOR:

CRE-KL ANTILLIA OWNER, LLC, a
Delaware limited liability company
Witnesses:

By: $\qquad$
Print Name:
Vice President and Authorized Signatory of CRE-KL Antillia Owner, LLC
$\qquad$ day of $\qquad$ , 2024

Print Name
STATE OF FLORIDA COUNTY OF $\qquad$\}

The foregoing instrument was acknowledged before me by means of [__ $\quad$ physical presence or [_] online notarization, this $\qquad$ day of $\qquad$ , 2024, by $\qquad$ as Vice President and Authorized Signatory of CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company. $\mathrm{He} /$ She is personally known to me or has produced ___ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

## ASSIGNEE:

## WITNESSES:

# ANTILLIA COMMUNITY DEVELOPMENT DISTRICT 

Printed Name: $\qquad$

Printed Name: $\qquad$

By:
Michael Caputo, Chairman
Board of Supervisors

Date: $\qquad$ , 2024

ATTEST:

## Gloria Perez, Secretary

STATE OF FLORIDA )
COUNTY OF

The foregoing instrument was acknowledged before me by means of [__ ] physical presence or [__] online notarization, this $\qquad$ day of $\qquad$ , 2024, by Michael Caputo, as Chairman of the Board of Supervisors, for and on behalf of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT. He is personally known to me or has produced $\qquad$ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

NOTARY STAMP:
Signature of Notary Public

Printed Name of Notary Public

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STATE OF FLORIDA )
COUNTY OF
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$\qquad$

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)
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The foregoing instrument was acknowledged before me by means of [__ ] physical presence or [__] online notarization, this day of $\qquad$ , 2024, by Gloria Perez, as Secretary of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District. She is personally known to me or has produced $\qquad$ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of her knowledge.

## NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

## EXHIBIT "A"

## DESCRIPTION OF SUBJECT PROPERTY

## LEGAL DESCRIPTION:

The SE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ LESS the West and South 30 feet thereof, in Section 25, Township 57 South, range 38 East, lying in Miami-Dade County, Florida.


#### Abstract

AND The West $1 / 2$ of the SE $1 / 4$ of the SE $1 / 4$ in Section 25, Township 57 South, Range 38 East, lying in Miami-Dade County, Florida.


## AND

The NE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, and the South $1 / 2$ of the SE $1 / 4$ of the NW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, lying in Miami-Dade County, Florida.

## COMPLETION AGREEMENT (2024 Project)

This Completion Agreement ("Agreement") is made and entered into as of this $\qquad$ day of , 2024 (the "Effective Date"), by and between:


#### Abstract

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company authorized to do business in the State of Florida, the primary developer and owner of certain lands within the boundaries of the District, whose address is 105 NE ${ }^{\text {st }}$ Street, Delray Beach, Florida 33444, and its successors, successors in title, and assigns (all referred to herein as the "Developer").


## RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Ordinance No. 22-103 (the "Ordinance"); and

WHEREAS, the Developer is the owner and primary developer of certain lands within the boundaries of the District, which lands are referred to as the District Lands, as later defined; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and will be a special benefit to the District Lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the District Lands, including, without limitation, stormwater management and control facilities, including, but not limited to, related earthwork; roadway improvements, including impact fees, if applicable; water, wastewater and reclaimed water systems, including connection fees, if applicable; landscaping, irrigation in public rights-of-way and entrance features; hardscape; the differential cost of undergrounding electric utilities; on-site mitigation; and related incidental costs, including professional fees; and other related improvements, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer's Report, dated October 13, 2022, revised October 30, 2023, each prepared by HSQ Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "2024 Project" or the "Improvements"), which Engineer's Report and 2024 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District consists of approximately $44.21+/-$ gross acres that will be developed as a residential townhome community, as more particularly depicted in the Engineer's Report and which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "District Lands"); and

WHEREAS, the Developer owns all of the District Lands; and
WHEREAS, the District has imposed special assessments on the District Lands (the "Series 2024 Special Assessments") to secure the portion of the financing for the acquisition and construction of the 2024 Project and is issuing its Antillia Community Development District Special Assessment Bonds, Series 2024 (2024 Project) in the principal amount of \$ $\qquad$ (the "Series 2024 Bonds"), which is less than the 2024 Project Cost of $\$ \ldots$, as estimated in the Engineer's Report; and

WHEREAS, the assessable lands within the District Lands will be subject to the Series 2024 Special Assessments relating to the Series 2024 Bonds to be issued to finance the costs of the 2024 Project that specially benefit certain District Lands; and

WHEREAS, the District intends to finance a portion of the cost of the 2024 Project through the use of proceeds from the issuance of the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds are expected to be issued pursuant to a Master Trust Indenture dated as of $\qquad$ , 2024, and a First Supplemental Trust Indenture, dated as of $\qquad$ , 2024, and each with Regions Bank, as trustee (the "Trustee"), as the same may be supplemented from time to time (collectively, the "Indenture"), to be executed by and between the District and the Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, the Developer and the District hereby agree that the District will be obligated to issue the Series 2024 Bonds to fund only a portion of the cost of the 2024 Project and the Developer will cause the 2024 Project to be completed and conveyed to the District or otherwise provide funds to the District to cause the 2024 Project to be completed as more fully set forth herein, and will cause the Property, as defined in the Acquisition Agreement (herein defined), to be conveyed to the District; and

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

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. COMPLETION OF IMPROVEMENTS.

## 2

Completion Agmt (Antillia CDD)
Rev. 12-27-2023
(a) The Developer and District agree and acknowledge that the available net proceeds of the District's Series 2024 Bonds will provide only a portion of the funds necessary to complete the 2024 Project. The District will issue \$ $\qquad$ in principal amount of Series 2024 Bonds, which will provide approximately \$ $\qquad$ in available Series 2024 Bond proceeds to pay for the 2024 Project. The Developer hereby agrees, subject to the provisions of this Agreement, including subsection (c) below (i) to complete or cause to be completed or (ii) to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements constituting the 2024 Project which remain unfunded from available net proceeds of the Series 2024 Bonds, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs, for the Improvements specially benefiting the District Lands (the "Remaining Improvements"), whether pursuant to existing contracts, contracts assigned by the Developer to the District, or future contracts, and all change orders to any such contracts. The Developer acknowledges that the Improvements are anticipated to be completed and conveyed by , 202_, and the Developer has no reason to believe the Remaining Improvements will not be completed and conveyed to the District within that time frame or that the Developer will not provide funds to the District to permit the Remaining Improvements to be completed within that time frame. The Developer shall cause the Property to be conveyed to the District prior to the completion of the 2024 Project or within sixty (60) days of written demand of the District, whichever is earlier.
(b) Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements from any source other than the proceeds of the Series 2024 Bonds.
(c) The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the Developer will provide any and all portions of the Remaining Improvements not funded by net proceeds of the Series 2024 Bonds, as follows:
(i) The Developer shall diligently proceed to complete or cause to complete the Remaining Improvements (without regard to the estimated cost thereof set forth in the Engineer's Report) and convey such completed components of the Remaining Improvements to the District, subject to the terms of the Assignment and Acquisition Agreement (2024 Project), dated 2024, between the District and the Developer and pertaining to the 2024 Project, as the same may be amended by the parties from time to time (collectively, the "Acquisition Agreement"); provided, however, when all or any portion of the Remaining Improvements are the subject of an existing District contract, whether let or assumed by the District, then upon notice to the Developer by the District, the Developer shall promptly, in accordance with the Acquisition Agreement, provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
(ii) When any portion of the Remaining Improvements are not the subject of an existing District contract, then upon notice to the Developer by the District, the Developer, within a
commercially reasonable time, may request that it instead provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed those Remaining Improvements, subject to a formal determination by the Board of Supervisors in advance that the option selected by the Developer will not adversely impact the District and is in the District's best interests.

## 3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Improvements, including the Remaining Improvements, may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the 2024 Project which could have the effect of reducing the payment of the scheduled debt service on the Series 2024 Bonds or the collection of the Series 2024 Special Assessments, or which lessen Developer's obligations in this Agreement shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Such material changes to the 2024 Project shall require the prior written consent of the Trustee acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding. The term "Majority," as used herein, shall mean more than fifty ( $50 \%$ ) percent.
(b) The District and Developer agree and acknowledge that for any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the 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. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Developer and the District.
(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (i) the issuance of Series 2024 Bonds in the aggregate par amounts set forth above and use of available net proceeds thereof to fund a portion of the 2024 Project for the District Lands and (ii) the scope, configuration, size and/or composition of the 2024 Project for the District Lands not materially changing from the Engineer's Report, adopted by the District as of the Effective Date hereof, without the consent of the Developer; provided, however, such consent will not be necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the 2024 Project is materially changed in response a requirement imposed by law or by a regulatory agency (to be understood as including any governmental action or requirement) other than the District.
(d) In the event of a conflict in a provision set forth in this Agreement and in the Acquisition Agreement, the applicable provisions of the Acquisition Agreement shall control.
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 damages and/or specific performance. Notice of default must be given to the Developer, and the Developer shall thereafter have a commercially reasonable time to cure the default. 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.
5. 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 Developer. Additionally, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for payment of scheduled debt service on the Series 2024 Bonds or (b) lessens Developer's obligations in this Agreement without the prior written consent of the Trustee for the Series 2024 Bonds, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding.
6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
7. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:
\(\left.$$
\begin{array}{ll}\text { District: } & \begin{array}{l}\text { Antillia Community Development District } \\
\text { c/o Special District Services, Inc. } \\
\text { 2501A Burns Road }\end{array}
$$ <br>
Palm Beach Gardens, Florida 33410 <br>

Attention: District Manager\end{array}\right\}\)| With a copy to: |
| :--- |
| Billing, Cochran, Lyles, Mauro \& Ramsey, P.A. |
| 515 East Las Olas Boulevard, Suite 600 |
| Fort Lauderdale, Florida 33301 |
| Attention: Michael J. Pawelczyk, Esq. |

Attn: $\qquad$ Vice President

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer 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 Developer.
9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer 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 Developer 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 Developer and their respective representatives, successors, successors in title, and assigns (other than end users). Notwithstanding the foregoing or anything in this Completion Agreement to the contrary, the Trustee for the Series 2024 Bonds, on behalf of the holders of the Series 2024 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Completion Agreement and, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.
10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their receivers, trustees, successors, successors in title, and assigns.
11. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2024 Bonds outstanding;
however, no consent shall be required if the assignee is acquiring a Majority of the Developer's interest in the District Lands.
12. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.
13. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and are 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. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or 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.
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

# ANTILLIA COMMUNITY DEVELOPMENT DISTRICT 

Witnesses:

## Print Name

By:
Michael Caputo, Chairman
Board of Supervisors

Attest:
Gloria Perez, Secretary
Print Name
$\qquad$ day of $\qquad$ , 2024

STATE OF FLORIDA COUNTY OF $\qquad$\}

The foregoing instrument was acknowledged before me by means of [ $\qquad$ ] physical presence or
$\qquad$ ] online notarization, this day of , 2024, by Michael Caputo, as Chairman of the Board of Supervisors of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced $\qquad$ as identification.

Notary Public
Commission Expires: $\qquad$
STATE OF FLORIDA \}

COUNTY OF $\qquad$ \}

The foregoing instrument was acknowledged before me by means of [ $\qquad$ ] physical presence or [ ] online notarization, this $\qquad$ day of $\qquad$ , 2024, by Gloria Perez, as Secretary of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or has produced $\qquad$ as identification.

## [SEAL]

[^3]$\qquad$

# CRE-KL ANTILLIA OWNER, LLC, a 

 Delaware limited liability companyWitnesses:

Print Name
LLC

By: $\qquad$
Print Name:
Vice President and Authorized Signatory of CRE-KL Antillia Owner, ____ day of $\qquad$ , 2024

## Print Name

## STATE OF FLORIDA <br> \}

 COUNTY OF $\qquad$ COUNTY OF _ \}The foregoing instrument was acknowledged before me by means of [ ] physical presence or [_] online notarization, this day of , 2024, by , as Vice President and Authorized Signatory of CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company. He/She is personally known to me or has produced $\qquad$ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[^4]
## Exhibit A

## LEGAL DESCRIPTION OF PROPERTY ASSESSED

## LEGAL DESCRIPTION:

The SE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ LESS the West and South 30 feet thereof, in Section 25, Township 57 South, range 38 East, lying in Miami-Dade County, Florida.


#### Abstract

AND The West ${ }^{1 / 2}$ of the $\mathrm{SE} 1 / 4$ of the SE $1 / 4$ in Section 25, Township 57 South, Range 38 East, lying in Miami-Dade County, Florida.


AND
The NE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, and the South $1 / 2$ of the SE $1 / 4$ of the NW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, lying in Miami-Dade County, Florida.

RETURN TO:
Billing, Cochran, Lyles, Mauro \& Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

## DECLARATION OF CONSENT TO JURISDICTION OF THE ANTILLIA COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS (SERIES 2024 BONDS)

CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company, whose address is 105 NE $1^{\text {st }}$ Street, Delray Beach, Florida 33444 (the "Landowner"), is the owner of those certain lands which are described in Exhibit A attached hereto (the "Property") located within the boundaries of the Antillia Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "District") in unincorporated Miami-Dade County, Florida. 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 September 11, 2022, a legally created, duly organized, and validly existing community development district under the provisions of 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 of Miami-Dade County, Florida (the "County Commission"), 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) Ordinance No. 22-103, enacted on September 1, 2022 and effective September 11, 2022, was duly enacted by the County Commission in compliance with all applicable requirements of law; (c) all members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from September 11, 2022; and (d) the Landowner, on behalf of itself, its successors and assigns, hereby confirms and agrees that the special assessments (the "Series 2024 Special Assessments") imposed by Resolution Nos. 2022-12, 2022-13, and 2022-17, duly adopted by the Board of Supervisors of the District (the "Board") on October 21, 2022, October 21, 2022, and December 8, 2022, respectively (the "Assessment Resolutions") and the Master Special Assessment Methodology Report, dated October 21, 2022 and the First Supplemental Special Assessment Methodology Report, dated , 2024, each prepared by Special District Services, Inc., and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all actions necessary to levy and impose the Series 2024 Special Assessments, and the Series 2024 Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles and claims, until paid.
2. The Landowner, on behalf of itself and its successors and assigns hereby waives the right granted in Chapter 170.09, Florida Statutes, to prepay the Series 2024 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2024 Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2024 Special Assessments.
3. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2024 Special Assessments, the Assessment Resolutions, the terms of the Assignment and Acquisition Agreement (2024 Project), the Completion Agreement (2024 Project), the Collateral Assignment and Assumption of Development Rights Relating To Antillia (Series 2024 Bonds), the True-Up Agreement (Series 2024 Bonds), and this Declaration of Consent to Jurisdiction, all dated $\qquad$ 2024 and which the Landowner has entered into with the District (herein, collectively, the "Financing Documents") and which are related to the District's proposed issuance of the \$ $\qquad$ Antillia Community Development District Special Assessment Bonds, Series 2024 (2024 Project) (the "Series 2024 Bonds") or securing payment thereof, are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the Series 2024 Special Assessments or claims of invalidity, deficiency or unenforceability of the Series 2024 Special Assessments and Financing Documents, the improvements to be financed with the proceeds of the Series 2023 Bonds and the benefit thereof to the Property, or any portions thereof (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) 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 (1) the Series 2024 Special Assessments are not a "tax," and (2) 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 (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that the Landowner may have regarding the District's collection of the Series 2024 Special Assessments.
4. This Declaration shall represent a lien of record for purposes of Chapter 197, Florida Statutes, including, without limitation, Section 197.573, Florida Statutes. Other information regarding the Series 2024 Special Assessments is available from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (or any successor District Manager).

THE DECLARATIONS, ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, PARTNERSHIPS, LLCs, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES, EXCEPT END-USERS WHATEVER FORM) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY 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. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY ANY PARTY TO THIS DECLARATION AS TO THE TRUTH OR ACCURACY OF THE MATTERS SET FORTH IN SECTIONS 1 OR 3(i) OF THIS DECLARATION. END-USERS ARE BOUND BY THE TERMS OF PARAGRAPH 2 HEREOF.

Effective the $\qquad$ day of $\qquad$ , 2024.

CRE-KL ANTILLIA OWNER, LLC, a
Delaware limited liability company

Witnesses:

Print Name
By: $\qquad$
Print Name:
Vice President and Authorized Signatory of CRE-KL Antillia Owner, LLC
$\qquad$ day of $\qquad$ , 2024

## Print Name

STATE OF FLORIDA COUNTY OF $\qquad$ \}

The foregoing instrument was acknowledged before me by means of [__ ] physical presence or [__] online notarization, this ___ day of __ 2024, by , as Vice President and Authorized Signatory of CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company. He/She is personally known to me or has produced $\qquad$ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

## Exhibit A

## PROPERTY

## LEGAL DESCRIPTION:

The SE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ LESS the West and South 30 feet thereof, in Section 25, Township 57 South, range 38 East, lying in Miami-Dade County, Florida.

## AND

The West $1 / 2$ of the SE $1 / 4$ of the SE $1 / 4$ in Section 25, Township 57 South, Range 38 East, lying in Miami-Dade County, Florida.


#### Abstract

AND The NE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, and the South $1 / 2$ of the SE $1 / 4$ of the NW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, lying in Miami-Dade County, Florida.


Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro \& Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

ABOVE SPACE RESERVED FOR RECORDING PURPOSES ONLY

# LIEN OF RECORD OF THE <br> ANTILLIA COMMUNITY DEVELOPMENT DISTRICT (SERIES 2024 BONDS) 

Notice is hereby given this $\qquad$ day of $\qquad$ , 2024 that the Antillia Community Development District (the "District"), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the "Act"), enjoys a governmental lien of record on the property described in Exhibit "A" attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District's lien secures the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District's operating and maintenance expenses, and to pay the District's bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of the \$ 2024 (2024 Project). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922
THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021(3), FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT
Witnesses:

Print name: $\qquad$

Print name: $\qquad$ Rev. 12-27-2023

By:
Michael Caputo, Chairman
Board of Supervisors

## ATTEST:

By:
Gloria Perez, Secretary

STATE OF FLORIDA COUNTY OF $\qquad$
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [_] online notarization, this $\qquad$ day of $\qquad$ 2024, by Michael Caputo, the Chairman of the Board of Supervisors of the Antillia Community Development District, respectively, on behalf of the District. He is personally known to me or has produced
$\qquad$ as identification.
(SEAL)
Printed/Typed Name:
Notary Public-State of
$\qquad$
Commission Number: $\qquad$

## STATE OF FLORIDA <br> \}

 COUNTY OF MIAMI-DADEThe foregoing instrument was acknowledged before me by means of [ $\quad]$ physical presence
$\square$ ] online notarization, this $\qquad$ day of $\qquad$ , 2024, by Gloria Perez, the Secretary of the Antillia Community Development District, respectively, on behalf of the District. She is personally known to me or has produced $\qquad$ as identification.
(SEAL)
Printed/Typed Name:
Notary Public-State of
Commission Number:

## Exhibit "A" <br> LEGAL DESCRIPTION OF PROPERTY ASSESSED

## LEGAL DESCRIPTION:

The SE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ LESS the West and South 30 feet thereof, in Section 25, Township 57 South, range 38 East, lying in Miami-Dade County, Florida.


#### Abstract

AND The West $1 / 2$ of the SE $1 / 4$ of the SE $1 / 4$ in Section 25, Township 57 South, Range 38 East, lying in Miami-Dade County, Florida.

AND The NE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, and the South $1 / 2$ of the SE $1 / 4$ of the NW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, lying in Miami-Dade County, Florida.


Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro \& Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

## TRUE-UP AGREEMENT

(SERIES 2024 BONDS)
This True-Up Agreement (the "Agreement") is made and entered into this $\qquad$ day of , 2024 (the "Effective Date"), by and between:


#### Abstract

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

CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company authorized to do business in the State of Florida, the owner and primary developer of certain lands within the boundaries of the District, whose address is $105 \mathrm{NE} 1^{\text {st }}$ Street, Delray Beach, Florida 33444, and its respective successors, successors-intitle, and assigns (the "Developer").


## RECITALS

WHEREAS, the Developer is the sole owner and developer of certain lands comprised of approximately $44.21+/-$ gross acres located within the boundaries of the District and within unincorporated Miami-Dade County, Florida, which lands are described with particularity in Exhibit $\underline{A}$, attached hereto and made a part hereof (the "District Lands"), and in the Engineer's Report and the Assessment Methodology, each as later defined; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and will be a special benefit to the lands within the District Lands to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District Lands, including, without limitation, stormwater management and control facilities, including, but not limited to, related earthwork; roadway improvements, including impact fees, if applicable; water, wastewater and reclaimed water systems, including connection fees, if applicable; landscaping, irrigation in public rights-of-way and entrance features; hardscape; the differential cost of undergrounding electric utilities; on-site mitigation; and related incidental costs, including professional fees; and other related improvements, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer's Report, dated October 13, 2022,
revised October 30, 2023, each prepared by HSQ Group, LLC (the "Engineer"), as may be further amended or further supplemented from time to time (collectively, the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "2024 Project"), which Engineer's Report and 2024 Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District has imposed and levied non-ad valorem special assessments on the assessable acreage of the District Lands to secure financing for the acquisition and construction of the 2024 Project described in the Engineer's Report and has validated special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of such 2024 Project; and

WHEREAS, the District has imposed and levied such non-ad valorem special assessments (herein the "Series 2024 Special Assessments") against the assessable acreage of the District Lands in accordance with the provisions of Chapters 170, 190 and 197, Florida Statutes, for purposes of paying certain \$__ Antillia Community Development District Special Assessment Bonds, Series 2024 Bonds (2024 Project), as described in the Assessment Methodology, as later defined (the "Series 2024 Bonds") to be issued pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District has accepted and utilized the provisions of the Master Special Assessment Methodology Report, dated October 21, 2022 (the "Master Methodology"), and the First Supplemental Special Assessment Methodology Report, dated $\qquad$ , 2024 (the "Supplemental Methodology") describing the assessment allocation for the Series 2024 Special Assessments levied in connection with the Series 2024 Bonds to be issued by the District, both the Master Methodology and the Supplemental Methodology having been prepared by Special District Services, Inc., as such may be amended and further supplemented from time to time, incorporated by specific reference thereto and made a part hereof (collectively, the "Assessment Methodology"); and

WHEREAS, the Series 2024 Special Assessments were initially levied on all $44.21+/$ - gross acres constituting the District Lands, and as platting of the lands within the District occurs, the Series 2024 Special Assessments are assigned to the platted lots in the Development, as defined in the Indenture, on a first platted, first assigned basis in accordance with the Supplemental Methodology; and

WHEREAS, the District relies upon and intends to utilize the true-up analysis and mechanism set forth in section 7.0 of the Assessment Methodology; and

WHEREAS, the District and the Developer desire to provide for certain payments by the Developer to the District in accordance with the true-up analysis and mechanism referenced above and further described herein; and

WHEREAS, unless otherwise defined herein, all capitalized terms shall be as defined in the Assessment Methodology and the Indenture, as applicable, which Indenture is collectively defined as the Master Trust Indenture dated as of $\qquad$ 1, 2024 and the First Supplemental Trust

Indenture dated as of $\qquad$ 1, 2024 (collectively, the "Indenture"), each between the District and Regions Bank, as trustee (the "Trustee") and as such Indenture may be further amended and supplemented from time to time.

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

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. TRUE-UP PROVISIONS.

(a) As stated in the Assessment Methodology, the allocation of debt is a continuous process until the development plan, constituting the 563 assessable townhome units (the "Development Plan"), as defined and described in the Assessment Methodology, is completed. Prior to platting, replatting, the recording of a declaration of condominium, or other means of identifying individual lots, the initial Series 2024 Special Assessments shall be levied by the District on an equal per acre basis to all acreage within the District Lands.
(b) The true-up mechanism under this Agreement applies to the District Lands. As the District Lands that are benefitted by the 2024 Project are developed, the allocation of costs and benefit for the 2024 Project is based on an estimated number and type of dwelling units (each a "Residential Unit" and collectively, the "Residential Units") within the District, as shown and described in Table 2 and Table C to the Supplemental Methodology. The Development Plan for the District Lands projects that $\mathbf{5 6 3}$ townhome units will be achieved when a portion of the District Lands (approximately 44.21+/- gross acres) are developed into Residential Units ("Total Assessable Lots/Units").
(c) The Assessment Methodology, particularly section 4.0, Table C, and Table D therein, allocates the benefit to the different categories of improvements that constitute the 2024 Project, utilizing various measures based upon the estimated number and type of Residential Units that are specially benefited by the 2024 Project and constitute the Total Assessable Lots/Units. Correspondingly, consistent with section 7.0 of the Supplemental Methodology, whenever a plat, replat, site plan amendment, declaration of condominium, amendment to declaration of condominium, or revision thereof is submitted for processing to the local governing authority that has jurisdiction thereof, the District must allocate a portion of its debt over the District Lands according to the Assessment Methodology. In addition, the District must prevent any buildup of debt on gross acres that have not been assigned through the platting, recording of a declaration of condominium, or other means of identifying individual lots. To prevent the buildup of debt, the District shall perform a trueup test to ensure that each Residential Unit is assessed no more than the pro rata amount (based on total 2024 Project costs allocated and the total allocation of par debt) of the maximum annual debt
service for the particular type of Residential Unit, as described in Table E and Table F of the Supplemental Methodology, and to determine potential remaining assessable residential units that have not been or will not be developed.
(d) The true-up test shall be as follows:
(i) Based on the Development Plan, the District has fairly and reasonably allocated the benefit and will assign the debt equally across the Residential Units, as described in the section 4.0, Table D, and Table F of the Supplemental Methodology.

Notwithstanding that which is set forth above and in the Supplemental Methodology, if future platting or filing a declaration of condominium results in significant changes in land use or proportion of benefit per acre, the allocation methodology of the Assessment Methodology may no longer be applicable and the District may determine, in its discretion, to revise the allocation methodology.
(ii) In accordance with Table E and Table F of the Supplemental Methodology, based on a Series 2024 Bond size of \$ $\qquad$ at an average weighted average interest rate of __ \% , the maximum annual debt service for the Series 2024 Bonds will be approximately $\$$ $\qquad$ , which has NOT been grossed up to include the $1 \%$ County Tax Collector fee, the $1 \%$ County Property Appraiser fee, and 4\% discount for early payment of taxes ("Maximum Annual Debt Service").
(iii) Until initial plat approval or recording or declaration of condominium, the debt associated with the 2024 Project is initially distributed across the District Lands on an equal acreage basis. As plats are approved or declarations of condominium are recorded, the Residential Units are assessed the Series 2024 Special Assessments in the manner described in the Supplemental Methodology. As platting of the Total Assessable Lots/Units continues to occur, the Series 2024 Special Assessments will be assigned to the platted lots in the Development, as defined in the Indenture, on a first platted, first assigned basis in accordance with the Supplemental Methodology. For purposes of the Series 2024 Bonds, prior to final plat approval for the entire Development of the Residential Units on a portion of the District Lands, based on a Series 2024 Bond size of \$ $\qquad$ , each assessable acre of land within the District Lands will be assessed in accordance with Table F of the Supplemental Methodology. At the time of the Supplemental Methodology, the District Lands are under development and a plat has been submitted to the County for approval in accordance with the Total Assessable Lots/Units.
(iv) In accordance with section 7.0 of the Assessment Methodology, a true-up test shall be performed whenever a plat, re-plat, site plan amendment, declaration of condominium or amendment to declaration of condominium, or other revision to the Development Plan or Total Assessable Lots/Units is submitted for processing to the
local governing authority having jurisdiction thereof. At such time, the District must allocate the portion of the debt attributed to the benefitting real property according to the Supplemental Methodology and calculate the number and type of assessable Residential Units in the proposed plat, re-plat, site plan amendment, declaration of condominium or amendment to declaration of condominium, or other revision to the Total Assessable Lots/Units (this revision or change to the Development Plan is defined as the "Planned Assessable Lots/Units," as described in the Assessment Methodology. After determining the Planned Assessable Lots/Units from the proposed plat, declaration of condominium, or site plan approval, the District shall ascertain the current amount of potential remaining assessable dwelling lots/units for the District Lands (the "Remaining Assessable Lots/Units").
(vi) If the Planned Assessable Lots/Units are equal in type and quantity to the Total Assessable Lots/Units and the true-up test calculates that the total anticipated annual Series 2024 Special Assessment revenue to be generated thereunder is greater than or equal to the applicable Maximum Annual Debt Service as set forth in the Assessment Methodology, then no further action need be taken and no true-up payment or adjustment is required.
(vi) However, if at any time any true-up test calculation results in the sum of the Planned Assessable Lots/Units and the Remaining Assessable Lots/Units being less than the type and quantity of Total Assessable Lots/Units (563 townhome units) as referenced in Table 2 of the Assessment Methodology, or the total anticipated annual Series 2024 Special Assessment revenue to be generated from the sum of such Planned Assessable Lots/Units and Remaining Assessable Lots/Units is less than the Maximum Annual Debt Service, then, within ten (10) days following its receipt of written notice from the District that a true-up payment is due, the Developer must make a debt reduction prepayment to the District in an amount sufficient to enable the District to retire an amount of the Series 2024 Bonds plus accrued interest such that the amount of non-ad valorem Series 2024 Special Assessments allocated to each Planned Assessable Lot/Unit does not exceed the amount of debt service that would have been allocated thereto had the number of Planned Assessable Lots/Units and Remaining Assessable Lots/Units not changed from that which is set forth in Table 2 to the Assessment Methodology (same as the Total Assessable Lots/Units).
(vii) If the sum of the Planned Assessable Lots/Units and the Remaining Assessable Lots/Units is greater than the Total Assessable Lots/Units, then there may be a prorata decrease in the annual non-ad valorem Series 2024 Special Assessments to all benefitted properties.
(e) Correspondingly, consistent with section 7.0 of the Assessment Methodology, whenever any plat, re-plat, declaration of condominium, site plan, or revision thereof is submitted to
the applicable local governing authority and which changes the product types or product mix of the Total Assessable Lots/Units over the District Lands and as described in Tables 2, C, D, and F of the Supplemental Methodology, a true-up test shall be performed. Not later than fifteen (15) days after the date the plat, re-plat, declaration of condominium, site plan, or revision thereof is submitted to the applicable governing authority, the Developer shall inform the District of such proposed change in the Total Assessable Lots/Units. Any payment resulting from such true-up test would be due once the plat, re-plat, declaration of condominium, site plan, or revision is approved by the local government entity reviewing the same or when the change in the Total Assessable Lots/Units or Development Plan is implemented, whichever is sooner.
(f) In the event that additional land not currently subject to the Series 2024 Special Assessments levied by the District is developed in such a manner as to receive special benefit from the 2024 Project described herein, it will be necessary for the District to re-apply the methodology for allocating the Series 2024 Special Assessments to include such parcels. The additional land will, as a result of re-applying the assessment methodology of the Assessment Methodology, then be allocated an appropriate share of the Series 2024 Special Assessments while all currently assessed parcels will receive a relative reduction in their assessments. This pro-rata adjustment shall still provide the same amount of revenue from such Series 2024 Special Assessments necessary for repayment of the Series 2024 Bonds.
(g) Additionally, at the time of approval of a final plat or re-plat pertaining to the portion of District Lands being developed pursuant to the Development Plan, if any debt associated with the Series 2024 Bonds remains unallocated, then the Developer shall make a payment to the District sufficient to retire all remaining unallocated debt, which payment shall include accrued interest.
(h) If the Developer transfers ownership of the District Lands, or any portion thereof, said District Lands will maintain the allocated number of and types of units in the Development Plan described in Tables 2, C, D, and F of the Supplemental Methodology. If the Development Plan is changed or said District Lands, or portions thereof are subdivided, or platted or re-platted, impacted by the recording of a declaration of condominium, or site plan or revision, the true-up test will be performed and the Developer and any new owner(s) shall be jointly and severally responsible to make the debt reduction payment described herein after calculation of the true-up.
(i) Developer shall not transfer any portion of the District Lands to any third party other than (a) platted and fully-developed lots to homebuilders and/or homebuyers, or (b) portions of the District Lands exempt from assessments to Miami-Dade County, the District, or other governmental agencies, except in accordance with Section 2(h)(ii) below. Any transfer of any portion of the District Lands pursuant to this Section 2(h)(i) shall terminate this Agreement as to such portion of the District Lands and constitute an automatic release of such portion of the District Lands from the scope and effect of this Agreement. Any violation of this provision by Developer shall constitute a default by Developer under this Agreement.

True-Up Agmt (Antillia CDD)
Rev. 12-27-2023
(ii) Developer shall not transfer any portion of the District Lands to any third party, except as permitted by Section 2(h)(i) above, without making any debt reduction payment (plus accrued interest) that results from a true-up tests analysis that will be performed by the District prior and as a condition to such transfer ("Transfer Condition"). Any transfer that is consummated pursuant to this Section 2(h)(ii) shall operate as a release of Developer from its obligations under this Agreement as to such portion of the District Lands that is subject to such transfer, but only to the extent arising from and after the date of such transfer and satisfaction of the Transfer Condition, and the transferee shall be deemed to have assumed Developer's obligations in accordance herewith and shall be deemed the "Developer" from and after such transfer for all purposes as to such portion of the District Lands so transferred. Any violation of this provision by Developer shall constitute a default by Developer under this Agreement.
3. VALIDITY OF ASSESSMENTS. The Developer agrees that the Series 2024 Special Assessments are legal, valid and binding liens on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal and school board taxes. The Developer hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2024 Special Assessments.
4. PREPAYMENT WAIVER. The Developer, on behalf of itself and its successors and assigns, including end-users, covenants and agrees that it shall not exercise any right pursuant to Section 170.09, Florida Statutes, or any other law or other source of rights to pre-pay Series 2024 Special Assessments, without interest, within the thirty days after the 2024 Project has been completed and the Board of Supervisors has adopted a resolution accepting the 2024 Project, and such right is hereby deemed waived.
5. COMPLETE UNDERSTANDING. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise.
6. AMENDMENT. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for the Series 2024 Bonds or (b) lessens Developer's obligations in this Agreement without the prior written consent of the Trustee for the Series 2024 Bonds, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding. The term "Majority," as used herein, shall mean more than fifty (50\%) percent.
7. NOTICES. All notices, requests, consents and other communications required or
permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

| District: | Antillia Community Development District <br> c/o Governmental Management Services-South Florida, LLC <br> 2501A Burns Road <br> Palm Beach Gardens, Florida 33410 <br> Attention: District Manager |
| :--- | :--- |
| With a copy to: | Billing, Cochran, Lyles, Mauro \& Ramsey, P.A. |
|  | 515 East Las Olas Boulevard, Suite 600 <br> Fort Lauderdale, Florida 33301 <br> Attention: Michael J. Pawelczyk, Esq. |
| Developer: | CRE-KL Antillia Owner, LLC <br> 105 NE 1 st Street <br> Delray Beach, Florida 33444 <br> Attn:$\quad, \quad$ Vice President |

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
8. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.
9. CONTROLLING LAW. This Agreement shall be construed under the laws of the State of Florida.
10. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
11. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer and located within the District.
12. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
13. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns (other than end users). Notwithstanding the foregoing or anything in this Agreement to the contrary, the Trustee for the Series 2024 Bonds, on behalf of the holders of 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 the holders owning a Majority of the aggregate principal amount of the Series 2024 Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.
14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
15. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.
16. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.
17. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.
18. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld; provided, however, the Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 2(h) above. This Agreement, including, without limitation, all true-up obligations hereunder, shall constitute a covenant running with the title to the District Lands, binding upon the Developer and its successors and assigns as to the District Lands or portions thereof, except as expressly provided in Section 2(h) above.
19. COUNTERPARTS AND EXECUTION. 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 executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.
20. COVENANT AND RECORDATION. The Developer, as the primary developer and the sole owner of the District Lands, agrees that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, which exhibit is again incorporated herein by reference, creating an obligation and one which is binding upon successor owners and assigns. The District shall record this Agreement in the Public Records of Miami-Dade County, Florida, against the lands so described.
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

# ANTILLIA COMMUNITY DEVELOPMENT DISTRICT 

Witnesses:

Print Name

By:<br>Michael Caputo, Chairman<br>Board of Supervisors

Attest:
Gloria Perez, Secretary

## Print Name

$\qquad$ day of $\qquad$ 2024

## STATE OF FLORIDA <br> \}

COUNTY OF $\qquad$ \}

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__\} online notarization, this $\qquad$ day of $\qquad$ , 2024, by Michael Caputo, as Chairman of the Board of Supervisors of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me and/or produced $\qquad$ as identification.
[SEAL]
Notary Public
Commission Expires: $\qquad$

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STATE OF FLORIDA\} COUNTY OF
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The foregoing instrument was acknowledged before me by means of [__] physical presence or [__\} online notarization, this $\qquad$ day of $\qquad$ , 2024, by Gloria Perez, as Secretary of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or has produced $\qquad$ as identification.
[SEAL]
Notary Public
Commission Expires: $\qquad$

CRE-KL ANTILLIA OWNER, LLC, a
Delaware limited liability company
Witnesses:
$\qquad$

Print Name
By: $\qquad$
Print Name:
Vice President and Authorized
Signatory of CRE-KL Antillia Owner, LLC
$\qquad$ day of $\qquad$ , 2024

Print Name
STATE OF FLORIDA \} COUNTY OF $\qquad$
The foregoing instrument was acknowledged before me by means of [__] physical presence or [___] online notarization, this $\qquad$ day of $\qquad$ , 2024, by $\qquad$ , as Vice President and Authorized Signatory of CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company. $\mathrm{He} /$ She is personally known to me or has produced ___ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

## Exhibit A

## District Lands

## LEGAL DESCRIPTION:

The SE $1 / 4$ of the SW $1 / 4$ of the SE $1 / 4$ LESS the West and South 30 feet thereof, in Section 25, Township 57 South, range 38 East, lying in Miami-Dade County, Florida.


#### Abstract

AND The West $1 / 2$ of the $\mathrm{SE}^{1 / 4}$ of the $\mathrm{SE}^{1 / 1}$ in Section 25, Township 57 South, Range 38 East, lying in Miami-Dade County, Florida.


#### Abstract

AND The NE $1 / 4$ of the SW 114 of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, and the South $1 / 2$ of the SE $1 / 4$ of the NW $1 / 4$ of the SE $1 / 4$ of Section 25, Township 57 South, Range 38 East, LESS the West 30 feet thereof, lying in Miami-Dade County, Florida.


# PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (Downrite Engineering Corp. Site Improvement Contract) 

This Partial Assignment and Assumption Agreement ("Assignment") is made and entered into this $\qquad$ day of $\qquad$ , 2024 (the "Effective Date"), by and between:


#### Abstract

ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company authorized to do business in the State of Florida, the owner and primary developer of lands within the District, whose address is 105 NE $1^{\text {st }}$ Street, Delray Beach, Florida 33444, and its successors, successors-in-title, and assigns (the "Developer").


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

1. Partial Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the portion of the Contractor Agreement between Developer and Downrite Engineering Corporation for the Antillia Project, pertaining to the District's 2024 Project, dated February 24, 2023, as amended by the First Addendum to Contract dated August 8, 2023, the Second Addendum to Contract dated September 28, 2023, and the Third Addendum to Contract dated September 28, 2023, within the scope of work of the District's infrastructure project (the "2024 Project" or the "Improvements"), as set forth in Exhibit A and incorporated herein, together with any and all change orders, amendments, or modifications thereto. Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the improvements or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all of the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.
2. Assumption. The District hereby accepts the foregoing partial assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District
assumes and agrees to perform all obligations of the Developer under the Contract Rights that accrue or arise on or after the Effective Date within the scope of this partial assignment. The District shall reimburse the Developer from available proceeds of the $\$$ $\qquad$ Antillia Community Development District Special Assessment Bonds, Series 2024 (2024 Project) issued for the 2024 Project (the "Series 2024 Bonds"), for those amounts paid by Developer on behalf of the District's infrastructure program for the 2024 Project pursuant to the Contract Rights hereby assigned to the District. The District does not assume any obligation to pay sales tax. Upon the Effective Date of the assignment and assumption of the Contract Rights, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date; however, nothing herein shall be construed to release Developer from any obligation, by agreement or otherwise, to complete the Improvements that are part of the 2024 Project, as later defined, and which are part of the District's public infrastructure project.
3. Scope. The District accepts the portion of the Contract Rights constituting the District's 2024 Project, as set forth in the Engineer's Report, as defined in the Assignment and Acquisition Agreement (2024 Project), dated $\qquad$ , 2024, executed by the Developer and the District (the "Acquisition Agreement"), as such Engineer's Report is amended and supplemented, and as determined to be CDD-eligible costs under the 2024 Project by the District Engineer, as more specifically described and set forth in Exhibit A.
4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this assignment or assumption of Contract Rights shall be interpreted or construed as a waiver of any Developer obligation to complete the 2024 Project or the Improvements," as defined in the Acquisition Agreement.
5. Third Party Consents. To the extent any third-party consent(s) is/are required for the assignment and assumption of any Contract Rights, such consent(s) attached hereto as Exhibit B has/have been obtained. With respect to any required consent of a surety company, if any, the consent to this Assignment will be obtained in the form of Exhibit C.
6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that he/she has the authority to execute and deliver this Assignment on behalf of his/her respective company, corporation, or entity.
7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument.

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

# ANTILLIA COMMUNITY DEVELOPMENT DISTRICT 

Witnesses:

## By:

Michael Caputo, Chairman<br>Board of Supervisors

Attest:
Gloria Perez, Secretary
Print Name: $\qquad$
$\qquad$ day of $\qquad$ 2024

## STATE OF FLORIDA <br> \}

 COUNTY OF $\qquad$The foregoing instrument was acknowledged before me by means of [_] physical presence or
$\qquad$ ] online notarization, this $\qquad$ day of $\qquad$ , 2024, by Michael Caputo, as Chairman of the Board of Supervisors of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced $\qquad$ as identification.

## [SEAL]

Notary Public
Commission Expires: $\qquad$
STATE OF FLORIDA COUNTY OF $\qquad$ \}

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this __ day of , 2024, by Gloria Perez, as Secretary of the ANTILLIA COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or has produced $\qquad$ as identification.

Notary Public
Commission Expires: $\qquad$

CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company

Witnesses:

Print Name
By: $\qquad$
Print Name: $\qquad$
Authorized Signatory of CRE-KL Antillia Owner, LLC
___ day of $\qquad$ , 2024

## Print Name

STATE OF FLORIDA COUNTY OF $\qquad$\}

The foregoing instrument was acknowledged before me by means of [ $]$ physical presence or [_] online notarization, this day of $\qquad$ , 2024, by $\qquad$ as Authorized Signatory of CRE-KL ANTILLIA OWNER, LLC, a Delaware limited liability company. He/She is personally known to me or has produced $\qquad$ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

## Exhibit A - Contract Rights

Those portions of that certain Contractor Agreement by and between CRE-KL Antillia Owner, LLC (the "Developer") and Downrite Engineering Corporation, within the scope of the Antillia Community Development District's (the "District's") 2024 Project, as more fully described in the Engineer's Report, as it may be amended and supplemented, as follows:

Partial Assignment of those portions of the Contractor Agreement between Developer and Downrite Engineering Corporation for the Antillia Project, dated February 24, 2023, the First Addendum to Contract, dated August 8, 2023, the Second Addendum to Contract, dated September 28, 2023, the Third Addendum to Contract, dated September 28, 2023, and amendments and change orders to date thereto, attached hereto and made a part of this Exhibit A (collectively, the "Contract") for the 2024 Project of the District.

The Contract above shall be partially assigned by Developer to District with respect to CDD-cost or CDD-related items that are part of the 2024 Project only, as set forth in the Engineer's Report and the Assignment and Acquisition Agreement (2024 Project) between the Developer and the District, dated $\qquad$ , 2024.

# Exhibit B - Third Party Consent and Amendment 

## Contracts:

Partial Assignment of the Contractor Agreement between CRE-KL Antillia Owner, LLC (the "Developer") and Downrite Engineering Corporation (the "Contractor"), for the 2024 Project, dated February 24, 2023, the First Addendum to Contract, dated August 8, 2023, the Second Addendum to Contract, dated September 28, 2023, the Third Addendum to Contract, dated September 28, 202, and amendments and change orders to date thereto (collectively, the "Contract"). The undersigned, party to the above-described Contract, hereby consents to the assignment of such Contract Rights as set forth in the preceding Exhibit A by Developer to Antillia Community Development District (the "District") and to the District's assumption of all of the rights, benefits, responsibilities and obligations of Developer under such Contract that pertain to the 2024 Project and hereby releases Developer, subject to the completion obligations of the Assignment and Acquisition Agreement and the Completion Agreement, each between the District and the Developer and each dated $\qquad$ , 2024, from the obligations and liabilities under the above Contract with respect to the District 2024 Project Costs only.

The Contractor hereby consents to the assignment of such Contract Rights by the Developer to the Antillia Community Development District (the "District"), pursuant to and as set forth in the Assignment \& Assumption Agreement, dated $\qquad$ , 2024, by and between Developer and the District, and to the District's assumption of the rights, benefits, responsibilities and obligations of Developer under such contract constituting the Contract Rights pertaining solely to the 2024 Project.

The Contractor further agrees to an amendment to the above Contract, with respect to the Contract Rights only, to add the following provisions to said Contract:

1. Public Records.
(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
(i) keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
(ii) upon request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by
law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
(iv) upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in in a format that is compatible with the information technology systems of the District.
(b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

SPECIAL DISTRICT SERVICES, INC. 2501A BURNS ROAD<br>PALM BECH GARDENS, FLORIDA 33410<br>TELEPHONE: 561-630-4922<br>EMAIL: BBARBA@SDSINC.ORG

2. E-Verify. Contractor, on behalf of itself, hereby warrants compliance with all federal immigration laws and regulations applicable to its employees. Contractor will require in each of its contracts with contractors that such contractors comply with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. If the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not
duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its contract with the contractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this Section.

## 3. Scrutinized Companies.

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.
(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the District may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.
4. Sovereign Immunity. The Contractor acknowledges and agrees that the Antillia Community Development District (the "District"), is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the District is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the District thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.
5. Amendments to Section 28.12 of the Contract. Section 28.12 of the Contract shall be revised to provide that venue shall be Miami-Dade County, Florida, and that any arbitrations, depositions, or other proceedings provided for in this Section shall be held in Miami-Dade County, unless otherwise agreed to by the parties.
6. No Sales Tax. The Owner, the Antillia Community Development District, as a form of local government, does not pay state sales tax. A certificate of exemption shall be made available to the Contractor upon request.

The person executing this consent and amendment on behalf of its company, corporation, or other entity, represents and warrants that he/she has the authority to execute and deliver this consent on behalf of his/her respective company, corporation or other entity.

# DOWNRITE ENGINEERING <br> CORPORATION, a Florida corporation 

By: $\qquad$
Name: $\qquad$
Title: $\qquad$
Date: $\qquad$ , 2024

Agreed to by the ANTILLIA
COMMUNITY DEVELOPMENT DISTRICT

Print Name:

Chairman/Vice-Chairman

Board of Supervisors

Date: $\qquad$ , 2024

## Exhibit C - Surety Consent

## Project:

$\qquad$ (Antillia CDD)

## Contracts:

Partial Assignment of those portions of the Contractor Agreement between Developer and Downrite Engineering Corporation for the Antillia Project, dated February 24, 2023, the First Addendum to Contract, dated August 8, 2023, the Second Addendum to Contract, dated September 28, 2023, the Third Addendum to Contract, dated September 28, 2023, and amendments and change orders to date thereto (collectively, the "Contract") for the 2024 Project of the District.

Obligor: $\qquad$
The undersigned hereby consents to the above-described Contract and hereby agrees to the assignment of such Contract Rights as set forth in the preceding Exhibit A by Antillia Community Development District. The undersigned further agrees that its Performance Bond and Payment Bonds, together with any riders attached thereto, issued in connection with the above-described Contracts shall remain in full force and effect. The undersigned recognizes Antillia Community Development District as the "Owner" and co-obligee under the bonds in substitution of Developer.

By:
Name:
Title: $\qquad$
Date: $\qquad$ , 2024

Attach Power-of-Attorney or other evidence of due authorization

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RESOLUTION 2024-02

## A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANTILLIA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Antillia Community Development District (the "District") was recently established by Ordinance No. 22-103 approved by the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida, effective July 19, 2022; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (the "Board") of the District the proposed operating fund budget for Fiscal Year 2024/2025; and

WHEREAS, the Board has considered the proposed operating fund budget and desires to set the required public hearing thereon.

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

1. The operating fund budget proposed by the District Manager for Fiscal Year 2024/2025 attached hereto as Exhibit "A" is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. The public hearing on said approved operating fund budget is hereby declared and set for the following date, hour and location:

DATE: $\quad$ Friday, May 17, 2024
HOUR: $\quad$ 11:00 am
LOCATION: Goldbetter
Miami Business Center
1031 Ives Dairy Road, Bldg 4, Suite 228
Miami, Florida 33179
3. The District Manager is hereby directed to submit a copy of the proposed budget to the Miami-Dade County at least sixty (60) days prior to the hearing set above.
4. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the Miami-Dade County for posting on their website.
5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this $15^{\text {th }}$ day of March, 2024.

## ATTEST:

## ANTILLIA <br> COMMUNITY DEVELOPMENT DISTRICT

## EXHIBIT A

# Antillia <br> Community Development District 

Scenario 1- With Debt Service

Proposed Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025

## CONTENTS

| I | PROPOSED BUDGET |
| :--- | :--- |
| II | DETAILED PROPOSED BUDGET |
| III | DETAILED PROPOSED DEBT SERVICE FUND BUDGET |
| IV | ASSESSMENT COMPARISON |

PROPOSED BUDGET
ANTILLIA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

| REVENUES |  | $\begin{gathered} \text { FISCAL YEAR } \\ \text { 2024/2025 } \\ \text { BUDGET } \\ \hline \end{gathered}$ |  |
| :---: | :---: | :---: | :---: |
| Administrative Assessments |  |  | 109,627 |
| Maintenance Assessments |  |  | 95,745 |
| Developer Contribution |  |  | 0 |
| Debt Assessments |  |  | 838,511 |
| Interest Income |  |  | 240 |
| TOTAL REVENUES | \$ |  | 1,044,123 |
|  |  |  |  |
| EXPENDITURES |  |  |  |
| Administrative Expenditures |  |  |  |
| Supervisor Fees |  |  | 1,000 |
| Payroll Taxes |  |  | 0 |
| Management |  |  | 40,164 |
| Legal |  |  | 30,000 |
| Assessment Roll |  |  | 6,000 |
| Audit Fees |  |  | 4,300 |
| Arbitrage Rebate Fee |  |  | 650 |
| Insurance |  |  | 6,000 |
| Legal Advertisements |  |  | 3,500 |
| Miscellaneous |  |  | 1,000 |
| Postage |  |  | 500 |
| Office Supplies |  |  | 2,000 |
| Dues \& Subscriptions |  |  | 175 |
| Website Management \& ADA Compliance |  |  | 2,500 |
| Trustee Fees |  |  | 4,500 |
| Continuing Disclosure Fee |  |  | 1,000 |
| Appraisal Fee |  |  | 0 |
| Total Administrative Expenditures | \$ |  | 103,289 |
|  |  |  |  |
| Maintenance Expenditures |  |  |  |
| Engineering/Inspections |  |  | 10,000 |
| Perimeter Landscaping |  |  | 20,000 |
| Lake Maintenance |  |  | 8,000 |
| Environmental Engineering Consulting/Inspection Services |  |  | 20,000 |
| Field Operations |  |  | 12,000 |
| Miscellaneous Maintenance |  |  | 20,000 |
| Total Maintenance Expenditures | \$ |  | 90,000 |
|  |  |  |  |
| TOTAL EXPENDITURES | \$ |  | 193,289 |
|  |  |  |  |
| REVENUES LESS EXPENDITURES | \$ |  | 850,834 |
|  |  |  |  |
| Bond Payments |  |  | $(788,200)$ |
|  |  |  |  |
| BALANCE | \$ |  | 62,634 |
|  |  |  |  |
| County Appraiser \& Tax Collector Fee |  |  | $(20,878)$ |
| Discounts For Early Payments |  |  | $(41,756)$ |
|  |  |  |  |
| EXCESS/ (SHORTFALL) | \$ |  | - |

Notes:
563 Units (Townhomes/Villas) Planned For District.
If District Was On Assessment Roll, Annual Operations \& Maintenance (O\&M)
Assessment Would Be \$364.79 Per Unit.
Restricted Covenant O\&M Amount Is $\$ 904.26$ Per Unit.
Current Estimate Of Annual Debt Assessment Is $\$ 1,489.36$ Per Unit.

DETAILED PROPOSED BUDGET

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025
OCTOBER 1, 2024 -SEPTEMBER 30, 2025

| REVENUES | $\begin{gathered} \text { FISCAL YEAR } \\ \text { 2022/2023 } \\ \text { ACTUAL } \\ \hline \end{gathered}$ | $\begin{gathered} \text { FISCAL YEAR } \\ \text { 2023/2024 } \\ \text { BUDGET } \\ \hline \end{gathered}$ | $\begin{gathered} \text { FISCAL YEAR } \\ \text { 2024/2025 } \\ \text { BUDGET } \end{gathered}$ | COMMENTS |
| :---: | :---: | :---: | :---: | :---: |
| Administrative Assessments | 0 | 0 | 109,627 | Expenditures Less Interest/. 94 |
| Maintenance Assessments | 0 | 0 | 95,745 | Expenditures/. 94 |
| Developer Contribution | 81,783 | 187,385 | 0 | Developer Contribution |
| Debt Assessments | 0 | 0 | 838,511 | Bond Payments/. 94 |
| Interest Income | 155 | 240 | 240 | Interest Projected At \$20 Per Month |
| TOTAL REVENUES | \$ 81,938 | \$ 187,625 | \$ 1,044,123 |  |
| EXPENDITURES |  |  |  |  |
| Administrative Expenditures |  |  |  |  |
| Supervisor Fees | 400 | 1,000 | 1,000 | Supervisor Fees |
| Payroll Taxes | 30 | 0 | 0 | Projected At 8\% Of Supervisor Fees |
| Management | 35,750 | 39,000 | 40,164 | CPI Adjustment (Capped At 3\%) |
| Legal | 19,790 | 30,000 | 30,000 | No Change From 2023/2024 Budget |
| Assessment Roll | 0 | 6,000 | 6,000 | As Per Contract |
| Audit Fees | 0 | 4,000 | 4,300 | Audit Fees |
| Arbitrage Rebate Fee | 0 | 650 | 650 | Commences One Year After Bond Issue |
| Insurance | 4,287 | 6,000 | 6,000 | Insurance Estimate |
| Legal Advertisements | 3,615 | 1,500 | 3,500 | Costs Will Increase Due To Closing Of The Miami Business Review |
| Miscellaneous | 576 | 1,000 | 1,000 | No Change From 2023/2024 Budget |
| Postage | 624 | 200 | 500 | Mailings May Be Required |
| Office Supplies | 1,875 | 1,000 | 2,000 | \$1,000 Increase From 2023/2024 Budget |
| Dues \& Subscriptions | 175 | 175 | 175 | Annual Fee Due Department Of Economic Opportunity |
| Website Management \& ADA Compliance | 2,292 | 2,500 | 2,500 | \$208.33 X 12 Months |
| Trustee Fees | 0 | 4,500 | 4,500 | Commences One Year After Bond Issue |
| Continuing Disclosure Fee | 0 | 100 | 1,000 | Commences One Year After Bond Issue |
| Appraisal Fee | 3,350 | 0 | 0 | Fiscal Year 2022/2023 Expenditure |
| Total Administrative Expenditures | \$ 72,764 | \$ 97,625 | \$ 103,289 |  |
| Maintenance Expenditures |  |  |  |  |
| Engineering/Inspections | 0 | 10,000 | 10,000 | No Change From 2023/2024 Budget |
| Perimeter Landscaping | 0 | 20,000 | 20,000 | No Change From 2023/2024 Budget |
| Lake Maintenance | 0 | 8,000 | 8,000 | No Change From 2023/2024 Budget |
| Environmental Engineering Consulting/Inspection Services | 0 | 20,000 | 20,000 | No Change From 2023/2024 Budget |
| Field Operations | 0 | 12,000 | 12,000 | Field Operations (If Applicable) |
| Miscellaneous Maintenance | 0 | 20,000 | 20,000 | No Change From 2023/2024 Budget |
| Total Maintenance Expenditures | \$ | \$ 90,000 | \$ 90,000 |  |
| TOTAL EXPENDITURES | \$ 72,764 | \$ 187,625 | \$ 193,289 |  |
| REVENUES LESS EXPENDITURES | \$ 9,174 | \$ | \$ 850,834 |  |
| Bond Payments | 0 | 0 | $(788,200)$ | 2025 Principal \& Interest Payments |
| BALANCE | \$ 9,174 | \$ - | \$ 62,634 |  |
| County Appraiser \& Tax Collector Fee | 0 | 0 | $(20,878)$ | Two Percent Of Total Assessment Roll |
| Discounts For Early Payments | 0 | 0 | $(41,756)$ | Four Percent Of Total Assessment Roll |
| EXCESS/ (SHORTFALL) | \$ 9,174 | \$ | \$ |  |

Notes:
563 Units (Townhomes/Villas) Planned For District.
If District Was On Assessment Roll, Annual Operations \& Maintenance (O\&M) Assessment Would Be \$364.79 Per Unit.

Restricted Covenant O\&M Amount Is \$904.26 Per Unit.
Current Estimate Of Annual Debt Assessment Is \$1,489.36 Per Unit.

## DETAILED PROPOSED DEBT SERVICE FUND BUDGET

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

| REVENUES | FISCAL YEAR2022/2023 |  | FISCAL YEAR |  | FISCAL YEAR |  | COMMENTS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 2023/2024 |  | 2024/2025 |  |  |
|  | ACTUAL |  | BUDGET |  | BUDGET |  |  |
| Interest Income |  | 0 |  | 0 |  | 100 | Projected Interest For 2024/2025 |
| NAV Tax Collection |  | 0 |  | 0 |  | 788,200 | Maximum Debt Service Collection |
| Total Revenues | \$ | - | \$ | - | \$ | 788,300 |  |
| EXPENDITURES |  |  |  |  |  |  |  |
| Principal Payments |  | 0 |  | 0 |  | 100,000 | Principal Payments Due In 2025 |
| Interest Payments |  | 0 |  | 0 |  | 688,200 | Interest Payments Due In 2025 |
| Bond Redemption |  | 0 |  | 0 |  | 100 | Estimated Excess Debt Collections |
| Total Expenditures | \$ | - | \$ | - | \$ | 788,300 |  |
| Excess/ (Shortfall) | \$ | - | \$ | - | \$ | - |  |

All Amounts Are Estimated - Based On Current Supplemental Methodologies Number

Original Par Amount =
Interest Rate =
Issue Date =
Maturity Date =

Par Amount As Of 3/1/2024 =

## Estimated Series 2024 Bond Information

| $\$ 11,025,000$ | Annual Principal Payments Due $=$ | May 1st |
| :--- | :--- | :--- |
| $5.85 \%$ | Annual Interest Payments Due $=$ | May 1st \& November 1st |
| June 2024 |  |  |
| May 2055 |  |  |
| $\$ 11,025,000$ |  |  |

## Antillia Community Development District Assessment Comparison

|  | Original <br> Projected <br> Assessment* |  | $\begin{aligned} & \text { Fiscal Year } \\ & 2023 / 2024 \end{aligned}$ <br> Assessment* |  | Fiscal Year 2024/2025 <br> Projected Assessment* |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Administrative | \$ | - | \$ | - | \$ | 194.72 |
| Maintenance | \$ | - | \$ | - | \$ | 170.07 |
| Debt | \$ | 1,489.36 | \$ | - | \$ | 1,589.36 |
| Total | \$ | 1,489.36 | \$ | - | \$ | 1,954.15 |

\footnotetext{
All Amounts Are Estimated - Based On Current Supplemental Methodologies Number. Debt Assessments Are $\$ 100$ Higher Than Current Supplemental Methodologies Numbers. Will Be Adjusted Upon Bond Issue.

| * Assessments Include the Following | O\&M Covenant $=904.26$ |
| :---: | :---: |
| 4\% Discount for Early Payments | 850.00/.94 $=904.26$ |
| 1\% County Tax Collector Fee |  |
| 1\% County Property Appraiser Fee |  |
| Community Information: |  |
| Total Units |  |
| (Townhomes/Villas) |  |

# Antillia <br> Community Development District 

Scenario 2-Without Debt Service

Proposed Budget For<br>Fiscal Year 2024/2025<br>October 1, 2024 - September 30, 2025

## CONTENTS

I PROPOSED BUDGET II DETAILED PROPOSED BUDGET III ASSESSMENT COMPARISON

PROPOSED BUDGET
ANTILLIA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 -SEPTEMBER 30, 2025

| REVENUES |  | $\begin{aligned} & \text { FISCAL YEAR } \\ & \text { 2024/2025 } \\ & \text { BUDGET } \end{aligned}$ |  |
| :---: | :---: | :---: | :---: |
| Administrative Assessments |  |  | 109,627 |
| Maintenance Assessments |  |  | 95,745 |
| Developer Contribution |  |  | 0 |
| Debt Assessments |  |  | 0 |
| Interest Income |  |  | 240 |
| TOTAL REVENUES | \$ |  | 205,612 |
|  |  |  |  |
| EXPENDITURES |  |  |  |
| Administrative Expenditures |  |  |  |
| Supervisor Fees |  |  | 1,000 |
| Payroll Taxes |  |  | 0 |
| Management |  |  | 40,164 |
| Legal |  |  | 30,000 |
| Assessment Roll |  |  | 6,000 |
| Audit Fees |  |  | 4,300 |
| Arbitrage Rebate Fee |  |  | 650 |
| Insurance |  |  | 6,000 |
| Legal Advertisements |  |  | 3,500 |
| Miscellaneous |  |  | 1,000 |
| Postage |  |  | 500 |
| Office Supplies |  |  | 2,000 |
| Dues \& Subscriptions |  |  | 175 |
| Website Management \& ADA Compliance |  |  | 2,500 |
| Trustee Fees |  |  | 4,500 |
| Continuing Disclosure Fee |  |  | 1,000 |
| Appraisal Fee |  |  | 0 |
| Total Administrative Expenditures | \$ |  | 103,289 |
|  |  |  |  |
| Maintenance Expenditures |  |  |  |
| Engineering/Inspections |  |  | 10,000 |
| Perimeter Landscaping |  |  | 20,000 |
| Lake Maintenance |  |  | 8,000 |
| Environmental Engineering Consulting/Inspection Services |  |  | 20,000 |
| Field Operations |  |  | 12,000 |
| Miscellaneous Maintenance |  |  | 20,000 |
| Total Maintenance Expenditures | \$ |  | 90,000 |
|  |  |  |  |
| TOTAL EXPENDITURES | \$ |  | 193,289 |
|  |  |  |  |
| REVENUES LESS EXPENDITURES | \$ |  | 12,323 |
|  |  |  |  |
| Bond Payments |  |  | 0 |
|  |  |  |  |
| BALANCE | \$ |  | 12,323 |
|  |  |  |  |
| County Appraiser \& Tax Collector Fee |  |  | $(4,108)$ |
| Discounts For Early Payments |  |  | $(8,215)$ |
|  |  |  |  |
| EXCESS/ (SHORTFALL) | \$ |  | - |

## Notes:

563 Units (Townhomes/Villas) Planned For District.
If District Was On Assessment Roll, Annual Operations \& Maintenance (O\&M)
Assessment Would Be \$364.79 Per Unit.
Restricted Covenant O\&M Amount Is \$904.26 Per Unit.

DETAILED PROPOSED BUDGET

## ANTILLIA COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025
OCTOBER 1, 2024 -SEPTEMBER 30, 2025

| REVENUES | $\begin{array}{\|c} \hline \text { FISCAL YEAR } \\ \text { 2022/2023 } \\ \text { ACTUAL } \\ \hline \end{array}$ |  | $\begin{gathered} \text { FISCAL YEAR } \\ \text { 2023/2024 } \\ \text { BUDGET } \\ \hline \end{gathered}$ |  |  |  | COMMENTS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Administrative Assessments |  | 0 |  | 0 |  | 109,627 | Expenditures Less Interest/. 94 |
| Maintenance Assessments |  | 0 |  | 0 |  | 95,745 | Expenditures/. 94 |
| Developer Contribution |  | 81,783 |  | 187,385 |  | 0 | Developer Contribution |
| Debt Assessments |  | 0 |  | 0 |  | 0 | Bond Payments/. 94 |
| Interest Income |  | 155 |  | 240 |  | 240 | Interest Projected At \$20 Per Month |
| TOTAL REVENUES | \$ | 81,938 | \$ | 187,625 | \$ | 205,612 |  |
| EXPENDITURES |  |  |  |  |  |  |  |
| Administrative Expenditures |  |  |  |  |  |  |  |
| Supervisor Fees |  | 400 |  | 1,000 |  | 1,000 | Supervisor Fees |
| Payroll Taxes |  | 30 |  | 0 |  | 0 | Projected At 8\% Of Supervisor Fees |
| Management |  | 35,750 |  | 39,000 |  | 40,164 | CPI Adjustment (Capped At 3\%) |
| Legal |  | 19,790 |  | 30,000 |  | 30,000 | No Change From 2023/2024 Budget |
| Assessment Roll |  | 0 |  | 6,000 |  | 6,000 | As Per Contract |
| Audit Fees |  | 0 |  | 4,000 |  | 4,300 | Audit Fees |
| Arbitrage Rebate Fee |  | 0 |  | 650 |  | 650 | Commences One Year After Bond Issue |
| Insurance |  | 4,287 |  | 6,000 |  | 6,000 | Insurance Estimate |
| Legal Advertisements |  | 3,615 |  | 1,500 |  | 3,500 | Costs Will Increase Due To Closing Of The Miami Business Review |
| Miscellaneous |  | 576 |  | 1,000 |  | 1,000 | No Change From 2023/2024 Budget |
| Postage |  | 624 |  | 200 |  | 500 | Mailings May Be Required |
| Office Supplies |  | 1,875 |  | 1,000 |  | 2,000 | \$1,000 Increase From 2023/2024 Budget |
| Dues \& Subscriptions |  | 175 |  | 175 |  | 175 | Annual Fee Due Department Of Economic Opportunity |
| Website Management \& ADA Compliance |  | 2,292 |  | 2,500 |  | 2,500 | \$208.33 X 12 Months |
| Trustee Fees |  | 0 |  | 4,500 |  | 4,500 | Commences One Year After Bond Issue |
| Continuing Disclosure Fee |  | 0 |  | 100 |  | 1,000 | Commences One Year After Bond Issue |
| Appraisal Fee |  | 3,350 |  | 0 |  | 0 | Fiscal Year 2022/2023 Expenditure |
| Total Administrative Expenditures | \$ | 72,764 | \$ | 97,625 | \$ | 103,289 |  |
| Maintenance Expenditures |  |  |  |  |  |  |  |
| Engineering/Inspections |  | 0 |  | 10,000 |  | 10,000 | No Change From 2023/2024 Budget |
| Perimeter Landscaping |  | 0 |  | 20,000 |  | 20,000 | No Change From 2023/2024 Budget |
| Lake Maintenance |  | 0 |  | 8,000 |  | 8,000 | No Change From 2023/2024 Budget |
| Environmental Engineering Consulting/lnspection Services |  | 0 |  | 20,000 |  | 20,000 | No Change From 2023/2024 Budget |
| Field Operations |  | 0 |  | 12,000 |  | 12,000 | Field Operations (If Applicable) |
| Miscellaneous Maintenance |  | 0 |  | 20,000 |  | 20,000 | No Change From 2023/2024 Budget |
| Total Maintenance Expenditures | \$ | - | \$ | 90,000 | \$ | 90,000 |  |
| TOTAL EXPENDITURES | \$ | 72,764 | \$ | 187,625 | \$ | 193,289 |  |
| REVENUES LESS EXPENDITURES | \$ | 9,174 | \$ | - | \$ | 12,323 |  |
| Bond Payments |  | 0 |  | 0 |  | 0 | 2025 Principal \& Interest Payments |
| BALANCE | \$ | 9,174 | \$ | - | \$ | 12,323 |  |
| County Appraiser \& Tax Collector Fee |  | 0 |  | 0 |  | $(4,108)$ | Two Percent Of Total Assessment Roll |
| Discounts For Early Payments |  | 0 |  | 0 |  | $(8,215)$ | Four Percent Of Total Assessment Roll |
| EXCESS/ (SHORTFALL) | \$ | 9,174 | \$ | - | \$ | - |  |

Notes:
563 Units (Townhomes/Villas) Planned For District.
If District Was On Assessment Roll, Annual Operations \& Maintenance (O\&M) Assessment Would Be \$364.79 Per Unit

Restricted Covenant O\&M Amount Is \$904.26 Per Unit.

## Antillia Community Development District Assessment Comparison

|  | Original <br> Projected <br> Assessment* |  | $\begin{aligned} & \text { Fiscal Year } \\ & 2023 / 2024 \end{aligned}$ <br> Assessment* |  | Fiscal Year 2024/2025 <br> Projected Assessment* |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Administrative | \$ | - | \$ | - | \$ | 194.72 |
| Maintenance | \$ | - | \$ | - | \$ | 170.07 |
| Debt | \$ | 1,489.36 | \$ | - | \$ | - |
| Total | \$ | 1,489.36 | \$ | - | \$ | 364.79 |

## All Amounts Are Estimated - Based On Current Supplemental Methodologies Number. Debt Assessments Are $\$ 100$ Higher Than Current Supplemental Methodologies Numbers. Will Be Adjusted Upon Bond Issue.

| * Assessments Include the Following : | O\&M Covenant $=904.26$ |
| :--- | :--- |
| 4\% Discount for Early Payments | $850.00 / .94=904.26$ |
| $1 \%$ County Tax Collector Fee <br> 1\% County Property Appraiser Fee |  |
| Community Information: |  |
| Total Units <br> (Townhomes/Villas) | 563 |

March 15, 2024

RE: Antillia Community Development District

The Antillia Community Development District is required to select an auditor to perform the audit for the district for the years ending September 30, 2023, September 30, 2024 and September 30, 2025; with an option for an additional two-year renewal.

In accordance with the Auditor Selection procedures as outlined by Florida Statute 218.391, the District has established the auditor selection criteria and has placed a legal advertisement requesting proposals from qualified audit firms.

Grau \& Associates was the only firm to respond to the legal advertisement requesting proposals to perform the fiscal year ending September 30, 2023, September 30, 2024 and September 30, 2025 audits. The proposed fee for the audit for fiscal year ending September 30, 2023 is $\$ 4,200.00$. The proposed fee for the audit for fiscal year ending September 30, 2024 is $\$ 4,300.00$. The proposed fee for the audit for fiscal year ending September 30, 2025 audit is $\$ 4,400.00$. The proposed fee for the audit for fiscal year ending September 30, 2026 (option year) is $\$ 4,500.00$. And the proposed fee for the audit for fiscal year ending September 30, 2027 (option year) is $\$ 4,600.00$.

The proposal has a provision that if Debt is issued the fees would be adjusted accordingly upon approval from all parties.

It is recommended at this time that Grau \& Associates be hired to perform the September 30, 2023, September 30, 2024 and September 30, 2025 annual government audits and also be selected, subject to fee adjustments for inflation, to perform the fiscal year end audits for the following two years (FYE 9/30/26 and 9/30/27).

Special District Services, Inc.

Grau \& Associates

## Proposal to Provide Financial Auditing Services:

## ANTILLIA

Community Development District

Proposal Due: March 4, 2024
4:00PM

## Submitted to:

Antillia
Community Development District
c/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410
Submitted by:
Antonio J. Grau, Partner
Grau \& Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431
Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823
tgrau@graucpa.com
www.graucpa.com

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March 4, 2024
Antillia Community Development District
C/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410
Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023-2025, with an option for two (2) additional annual renewals.

Grau \& Associates (Grau) welcomes the opportunity to respond to the Antillia Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: we have a total of 360 clients, 329 or $91 \%$ of which are special districts. We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau \& Associates:

## Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

## Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

## Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

## Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

## Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau \& Associates


Antonio J. Grau

## Firm Qualifications

Grau \& Associates
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience



## 2005

Year founded

Properly registered and
licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants \& the Florida Institute of Certified Public Accountants

See next page for report and certificate

FICPA Peer Review Program
Administered in Florida
bv The Florida Institute of CPAs

## AICPA Peer Review Program

Administered in Florida by the Florida Institute of CPAs

March 17, 2023

## Antonio Grau

Grau \& Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809
Dear Antonio Grau:
It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.
Sincerely,

## FICPA Par Review Committhe

Peer Review Team<br>FICPA Peer Review Committee

850.224.2727, x5957
cc: Daniel Hevia, Racquel McIntosh
Firm Number: 900004390114 Review Number: 594791

## Firm \& Staff Experience

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)
Years Performing
Audits: 35+
CPE (last 2 years):
Government
Accounting, Auditing:
32 hours; Accounting,
Auditing and Other:
58 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)
Years Performing
Audits: 13+
CPE (last 2 years):
Government
Accounting, Auditing:
48 hours; Accounting,
Auditing and Other:
33 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, FASD

[^5]"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their

[^6]
## YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.

The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.


## Antonio 'Tony 'J. Grau, CPA <br> Partner

Contact: tgrau@graucpa.com | (561) 939-6672

## Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.
As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

## Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)
(>300) Various Special Districts, including:

Bayside Improvement Community Development District Dunes Community Development District
Fishhawk Community Development District (I, II, IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

## Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association Florida Institute of Certified Public Accountants Government Finance Officers Association Member City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

## Course

Government Accounting and Auditing
Accounting, Auditing and Other Total Hours

Hours
32
$\underline{58}$
$\underline{\underline{90}}$ (includes of 4 hours of Ethics CPE)


| Grau \& Associates | Partner | 2021-Present |
| :--- | :--- | :--- |
| Grau \& Associates | Manager | 2014-2020 |
| Grau \& Associates | Senior Auditor | $2013-2014$ |
| Grau \& Associates | Staff Auditor | $2010-2013$ |

## Education

Florida Atlantic University (2009)
Master of Accounting
Nova Southeastern University (2002)
Bachelor of Science
Environmental Studies

## Certifications and Certificates

Certified Public Accountant (2011)
AICPA Certified Information Technology Professional (2018)
AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)
( $>300$ ) Various Special Districts
Aid to Victims of Domestic Abuse
Boca Raton Airport Authority
Broward Education Foundation
CareerSource Brevard
CareerSource Central Florida 403 (b) Plan
City of Lauderhill GERS
City of Parkland Police Pension Fund
City of Sunrise GERS
Coquina Water Control District
Central County Water Control District
City of Miami (program specific audits)
City of West Park
Coquina Water Control District
East Central Regional Wastewater Treatment Facl.
East Naples Fire Control \& Rescue District

Hispanic Human Resource Council
Loxahatchee Groves Water Control District
Old Plantation Water Control District
Pinetree Water Control District
San Carlos Park Fire \& Rescue Retirement Plan
South Indian River Water Control District
South Trail Fire Protection \& Rescue District
Town of Haverhill
Town of Hypoluxo
Town of Hillsboro Beach
Town of Lantana
Town of Lauderdale By-The-Sea Volunteer Fire Pension
Town of Pembroke Park
Village of Wellington
Village of Golf

Professional Education (over the last two years)

## Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours
48
$\underline{33}$
$\underline{\underline{81}}$ (includes 4 hours of Ethics CPE)

## Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

## References

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

## Dunes Community Development District

| Scope of Work | Financial audit |
| :--- | :--- |
| Engagement Partner | Antonio J. Grau |
| Dates | Annually since 1998 |
| Client Contact | Darrin Mossing, Finance Director |
|  | 475 W. Town Place, Suite 114 |
|  | St. Augustine, Florida 32092 |
|  | $904-940-5850$ |

Two Creeks Community Development District

Scope of Work
Engagement Partner
Dates
Client Contact

Financial audit
Antonio J. Grau
Annually since 2007
William Rizzetta, President
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
813-933-5571

Journey's End Community Development District

Scope of Work
Engagement Partner
Dates
Client Contact

Financial audit
Antonio J. Grau
Annually since 2004
Todd Wodraska, Vice President 2501 A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

## Specific Audit Approach

## AUDIT APPROACH

## Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations. Grau \& Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. We will deliver our reports in accordance with your requirements.

## Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:


## Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

## During this phase we will perform the following activities:

» Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
» Read minutes of meetings;
» Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
» Obtain an understanding of fraud detection and prevention systems;
» Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
» Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
» Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
» Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:
» Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
» Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
» Perform tests of compliance.

## Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:
» Perform final analytical procedures;
» Review information and make inquiries for subsequent events; and
» Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:
» Significant audit adjustments;
» Significant deficiencies or material weaknesses;
» Disagreements with management; and
» Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?
Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiencv occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

## Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.
Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

## Cost of Services



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

| Year Ended September 30, |  | Fee |
| :---: | :---: | :---: |
| 2023 |  | $\$ 4,200$ |
| 2024 |  | $\$ 4,300$ |
| 2025 |  | $\$ 4,400$ |
| 2026 | $\$ 4,500$ |  |
| 2027 |  | $\$ 4,600$ |
| TOTAL (2023-2027) | $\underline{\$ 22,000}$ |  |

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

## Supplemental Information



## PARTIAL LIST OF CLIENTS

| SPECTAT DTSTRTCIS |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Boca Raton Airport Authority |  | $\checkmark$ | $\checkmark$ |  | $\checkmark$ | 9/30 |
| Captain's Key Dependent District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Central Broward Water Control District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Collier Mosquito Control District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Coquina Water Control District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| East Central Regional Wastewater Treatment Facility |  | $\checkmark$ |  | $\checkmark$ |  | 9/30 |
| Florida Green Finance Authority |  | $\checkmark$ |  |  |  | 9/30 |
| Greater Boca Raton Beach and Park District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Greater Naples Fire Control and Rescue District |  | $\checkmark$ | $\checkmark$ |  | $\checkmark$ | 9/30 |
| Green Corridor P.A.C.E. District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Hobe-St. Lucie Conservancy District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Indian River Mosquito Control District |  | $\checkmark$ |  |  |  | 9/30 |
| Indian Trail Improvement District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Key Largo Wastewater Treatment District |  | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ | 9/30 |
| Lake Padgett Estates Independent District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Lake Worth Drainage District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Loxahatchee Groves Water Control District |  | $\checkmark$ |  |  |  | 9/30 |
| Old Plantation Control District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Pal Mar Water Control District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Pinellas Park Water Management District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Pine Tree Water Control District (Broward) |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Pinetree Water Control District (Wellington) |  | $\checkmark$ |  |  |  | 9/30 |
| Ranger Drainage District |  | $\checkmark$ | $\checkmark$ |  | $\checkmark$ | 9/30 |
| Renaissance Improvement District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| San Carlos Park Fire Protection and Rescue Service District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Sanibel Fire and Rescue District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| South Central Regional Wastewater Treatment and Disposal Board |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| South-Dade Venture Development District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| South Indian River Water Control District |  | $\checkmark$ | $\checkmark$ |  | $\checkmark$ | 9/30 |
| South Trail Fire Protection \& Rescue District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Spring Lake Improvement District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| St. Lucie West Services District |  | $\checkmark$ |  | $\checkmark$ | $\checkmark$ | 9/30 |
| Sunshine Water Control District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| West Villages Improvement District |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
| Various Community Development Districts (297) |  | $\checkmark$ |  |  | $\checkmark$ | 9/30 |
|  | TOTAL | 332 | 5 | 3 | 327 |  |

## ADDITIONAL SERVICES

## CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau \& Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance


#### Abstract

ARBITRAGE The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.


# We look forward to providing Antillia Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations! 

## For even more information on Grau \& Associates <br> please visit us on www.graucpa.com.

# Antillia <br> Community Development District 

## Financial Report For February 2024



| Bank Balance As Of 2/29/24 | $\$$ | $4,760.26$ |
| :--- | :--- | :--- |
| Accounts Payable As Of 2/29/24 | $\$$ | $4,776.91$ |
| Accounts Receivable As Of 2/29/24 | $\$$ | $4,776.91$ |
| Available Funds As Of 2/29/24 | $\$$ | $4,760.26$ |

# Antillia Community Development District <br> Budget vs. Actual <br> October 2023 through February 2024 

|  | Oct '23-Feb 24 | 23/24 Budget | \$ Over Budget | \% of Budget |
| :---: | :---: | :---: | :---: | :---: |
| Income |  |  |  |  |
| 01-6000 - Developer Contribution | 21,301.63 | 187,385.00 | -166,083.37 | 11.37\% |
| 01-9410 - Interest Income (GF) | 86.29 | 240.00 | -153.71 | 35.95\% |
| Total Income | 21,387.92 | 187,625.00 | -166,237.08 | 11.4\% |
| Expense |  |  |  |  |
| 01-1131 - Supervisor fees | 0.00 | 1,000.00 | -1,000.00 | 0.0\% |
| 01-1311 - Management Fees | 16,250.00 | 39,000.00 | -22,750.00 | 41.67\% |
| 01-1313 - Website Management fee | 1,041.65 | 2,500.00 | -1,458.35 | 41.67\% |
| 01-1315 Legal Fees | 2,867.50 | 30,000.00 | -27,132.50 | 9.56\% |
| 01-1318 - Assessment/Tax Roll | 0.00 | 6,000.00 | -6,000.00 | 0.0\% |
| 01-1320 - Audit Fees | 0.00 | 4,000.00 | -4,000.00 | 0.0\% |
| 01-1330 - Arbitrage Rebate Fee | 0.00 | 650.00 | -650.00 | 0.0\% |
| 01-1450 - Insurance | 5,000.00 | 6,000.00 | -1,000.00 | 83.33\% |
| 01-1480 - Legal Advertisements | 111.90 | 1,500.00 | -1,388.10 | 7.46\% |
| 01-1512 - Miscellaneous | 155.80 | 1,000.00 | -844.20 | 15.58\% |
| 01-1513 - Postage and Delivery | 52.98 | 200.00 | -147.02 | 26.49\% |
| 01-1514 - Office Supplies | 146.80 | 1,000.00 | -853.20 | 14.68\% |
| 01-1540 - Dues, License \& Subscriptions | 175.00 | 175.00 | 0.00 | 100.0\% |
| 01-1550 - Trustee Fees (GF) | 0.00 | 4,500.00 | -4,500.00 | 0.0\% |
| 01-1743 - Continuing Disclosure Fee | 0.00 | 100.00 | -100.00 | 0.0\% |
| 01-1801 - Landscaping (GF) | 0.00 | 20,000.00 | -20,000.00 | 0.0\% |
| 01-1807 - Lake Maintenance | 0.00 | 8,000.00 | -8,000.00 | 0.0\% |
| 01-1810 - Engineering / Inspections | 0.00 | 10,000.00 | -10,000.00 | 0.0\% |
| 01-1815 - Miscellaneous Maintenance | 0.00 | 20,000.00 | -20,000.00 | 0.0\% |
| 01-1816 - Lift Station Maintenance | 0.00 | 20,000.00 | -20,000.00 | 0.0\% |
| 01-1817 - Field Operations | 0.00 | 12,000.00 | -12,000.00 | 0.0\% |
| Total Expense | 25,801.63 | 187,625.00 | -161,823.37 | 13.75\% |
| Net Income | $\underline{-4,413.71}$ | 0.00 | $\underline{-4,413.71}$ | 100.0\% |

## MEMORANDUM

| TO: | District Manager |
| :--- | :--- |
| FROM: | Billing, Cochran, Lyles, Mauro \& Ramsey, P.A. <br> District Counsel |
| DATE: | January 19, 2024 |
| RE: | Required Ethics Training and Financial Disclosure |

## Ethics Training

This memorandum serves as a reminder that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws.

## Deadlines \& Recordkeeping

The deadline to complete training for this calendar year is December 31, 2024. There is no requirement to submit proof that you have completed the training. However, the Florida Commission on Ethics recommends that Supervisors maintain a record of all completed trainings, including the date and time of completion. This documentation may be useful if Supervisors are ever required to provide evidence of training completion. The training is a calendar year requirement and corresponds to the form year. Therefore, Supervisors will report their 2024 training when filling out their Form 1 for the 2025 year.

## Links to Online Training

Public Meetings and Public Records Law (2-Hour Audio Presentation). This presentation is audio only and is offered by the Office of the Attorney General. This presentation covers public records and Florida public records law. The presentation can be accessed for free. Completing this presentation will satisfy 2 of the 4 hours of required ethics training.

State Ethics Laws for Constitutional Officers \& Elected Municipal Officers. This training is presented by the Florida Commission on Ethics. The training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12. This presentation can be accessed for free. Completing this training will satisfy 2 of the 4 hours of required ethics training.

State-Mandated Continuing Education in Ethics. This class is presented by the Florida League of Cities. The class covers Chapter 112 of Florida's Ethics Code (2 Hours) and Florida Public Records and Public Meetings Law (2 Hours). To take this class, you must register for it, however there is no registration fee. Completing this class will meet your ethics training requirement.
"4-Hour Ethics Course". The " 4 -Hour Ethics Course" is available online and presented by the Florida Institute of Government. There are three sessions. Session 1 covers Florida's Public Records Laws ( 1 hour), session 2 covers Florida Government in the Sunshine Law (1 hour), and session 3 covers Florida's Ethics Laws (2 hours). The registration fee is $\$ 79$. Completing this entire course will meet your ethics training requirement.

Sunshine Law, Public Records and Ethics for Public Officers and Public Employees 2023. This seminar is offered by the Florida Bar. This seminar covers sunshine law and public records; true stories of excess corruption in the ethics world; navigating Florida public records law, privacy, ethics and social media; complaints, misuse, anti-nepotism and voting; ethics during and after public service: conflicting contractual relationships \& revolving door restrictions; gifts bribes, honoraria, and expenditures. The cost for this seminar is $\$ 280$. Completing this entire seminar will meet your ethics training requirement. Those Supervisors or Officers who are members of the Florida Bar may wish to purchase this option as Continuing Legal Education Credits can be earned.

We will notify you directly or through the District Manager's office if and when other training opportunities become available.

## Form 1 or Form 6

Section 8, Article II of the Florida Constitution requires constitutional officers and certain elected public officials to file a Form 6. In the last session, the legislature expanded the requirements to include elected members of municipalities. Independent special district officials remain exempt from the requirement to file a Form 6. Elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts (including community development districts) are required to file Form 1.

For this year's filing requirement, a completed Form 1 must be submitted prior to July 1, 2024 using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via the link at Login - Electronic Financial Disclosure Management System (floridaethics.gov). You will no longer be able to file your completed Form 1 through your local Supervisor of Elections office.

If you have any questions or need additional information about ethics training requirements or financial disclosure, please do not hesitate to contact our office.


[^0]:    ${ }^{1}$ The Declaration of Restrictive Covenants recorded on October 7, 2022 in the Official Public Records of Miami Dade County, Florida, provides for debt assessments for townhome units. These debt assessments are the same for villa units as described in this First Supplemental Report.

[^1]:    ${ }^{2}$ Preliminary, subject to change

[^2]:    - NO TREES SHALL BE PLANTED ON TOR OR ADJACENT TO PROPOSED FRENCH DRAINS OR INLETS.
    ALL LANDSCAPE INSIDE THE PROPERTY ADJACENT TO DRLVEWAYS SHALL COMPLL WITH THE 10' 1 10' 'SAFE
    SIGHT-TRIANGLE. PER SE, 33-11 OF MIAMI-DADE COUNTY CODE.
    - SEE PUBLIC R.O.W. PLANTING SETBACK detalls for SEE PUBLIC R.O.W. PL
    TRESS WITHIN R.O.W.
    - LANDSCAPE FOR ALL CORNER LOTS SHALL SHOW

    LCOMPLAPEE WITH PWD STANDARD G5. 1

    - DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC DRIVEWAYS AND APPROACHES MUST ADHERE TO MDC
    DETALLS. MUST BE FLARED DR MIN. 5'-0 RADIUS, AND
    SHALL NOT BE WWDE THAN SHALL NOT BE WIDER THAN $20^{\prime}-0^{\prime \prime}$.
    - all tree dimensions are measured from the face
    OF TREE TRUNK.

[^3]:    Notary Public
    Commission Expires:

[^4]:    Notary Public
    Commission:

[^5]:    "Here at Grau \& Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

    Tony Grau

[^6]:    organization.'
    David Caplivski

