



SweetBay

**RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICTS
1-7 & COMMERCIAL
COMMUNITY DEVELOPMENT DISTRICTS 1-2**

Advanced Meeting Package

Regular Meeting

*Friday
January 30, 2026
10:00 A.M., C.D.T*

*Location:
3204 Heartleaf Ave. E.
Panama City, FL 32405*

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

SweetBay Residential Community Development Districts 1-7 & Commercial Community Development Districts 1-2

250 International Parkway, Suite 208
Lake Mary FL 32746
321-263-0132

Board of Supervisors
SweetBay Residential Community Development Districts 1-7 & Commercial Community Development Districts 1-2

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the SweetBay Residential Community Development Districts 1-7 & Commercial Community Development Districts 1-2 is scheduled for **Friday, January 30, 2026, at 10:00 a.m., C.D.T. at 3204 Heartleaf Ave. E., Panama City, FL 32405.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com . We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager

SweetBay

RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICTS

1-7 & COMMERCIAL COMMUNITY DEVELOPMENT DISTRICTS 1-2

Meeting Date: Friday, January 30, 2026 Call-in Number: +1 (904) 348-0776
Time: 10:00 AM, C.D.T Phone Conference ID: 667 133 14#
Location: 3204 Heartleaf Ave. E., Teams Meeting ID: 247 211 381 086 6
Panama City, FL 32405 Teams Link: [Link](#)

Revised Agenda

- I. Roll Call**
- II. Audience Comments** – (*limited to 3 minutes per individual for agenda items*)
- III. Presentation of Proof of Publication(s)** [Exhibit 1](#)
[Pg. 5](#)
- IV. Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 15, 2025 [Exhibit 2](#)
[Pgs. 7-8](#)
 - B. Ratification of Fishkind Consulting Financial Advisory Agreement [Exhibit 3](#)
[Pgs. 10-20](#)
 - C. Ratification of Fishkind Consulting Financial Advisory Agreement Change Order #1 [Exhibit 4](#)
[Pgs. 22-25](#)
- V. Business Matters**
 - A. Consideration & Adoption of **Resolution 2026-01**, Re-Designating Registered Agent & Office [Exhibit 5](#)
[Pgs. 27-28](#)
 - B. **Presentation of Master Assessment Report** [Exhibit 6](#)
[Pgs. 30-51](#)
 - C. **Presentation of Engineer's Report** [Exhibit 7](#)
[Pgs. 53-100](#)
 - D. Presentation of Statement of Estimated Regulatory Costs for the Changes in Boundaries [Exhibit 8](#)
[Pgs. 102-110](#)
- VI. Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- VII. Supervisors' Requests**
- VIII. Audience Comments** (*limited to 3 minutes per individual for non-agenda items*)
- IX. Adjournment**

EXHIBIT 1

Published in Bay County
SWEETBAY RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICTS 1-7 & COMMERCIAL COMMUNITY DEVELOPMENT DISTRICTS 1-2
NOTICE OF BOARD OF SUPERVISORS REGULAR MEETING

Notice is hereby given that a regular meeting of the Board of Supervisors of the SweetBay Residential Community Development Districts 1-7 & Commercial Community Development Districts 1-2 (the "Districts") will be held on Friday, January 30, 2026, at 10:00 a.m. C.D.T. at 3204 Heartleaf Ave. E., Panama City, FL 32405. The purpose of the meeting is to discuss any topics presented to the board for consideration.

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 193.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager's office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 193. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager's office.

A person who decides to appeal any decision made at the meeting, with respect to any matter considered at the meeting, is advised that a record of the proceedings is needed 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 the appeal is to be based.

SweetBay Community Development District
David McInnes, District Manager
(321) 263-0132, Ext. 193

Publication date:

EXHIBIT 2

MINUTES OF MEETING

SWEETBAY RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICTS 1-7 & COMMERCIAL COMMUNITY DEVELOPMENT DISTRICTS 1-2

The Regular Meeting of the Board of Supervisors of the SweetBay Residential Community Development Districts 1-7 and Commercial Community Development Districts 1-2 was held on Friday, August 15, 2025 at 10:33 a.m. CDT, at 3204 Heartleaf Ave., E., Panama City, FL 32405.

FIRST ORDER OF BUSINESS – Roll Call

Mr. McInnes called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Will Randle	Board Supervisor, Chairman
Jessica Renella (<i>joined in progress</i>)	Board Supervisor, Assistant Secretary
Cheryl Duncan	Board Supervisor, Assistant Secretary
Mark Moody	Board Supervisor, Assistant Secretary

Also, present were:

David McInnes (*via phone*) District Manager, Vesta District Services
Carol Watson Association Manager, Burg Management Company, Inc.
Kyle Magee (*via phone*) Kutak Rock

The following is a summary of the discussions and actions taken at the August 15, 2025 SweetBay Residential Community Development Districts 1-7 & Commercial Community Development Districts 1-2 Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by emailing PublicRecords@vestapropertyservices.com.

SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda items)

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Consent Agenda

A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisor Regular Meeting Held on June 20, 2025

Supervisor Renella rejoined the meeting at approximately 10:34 a.m. CDT.

On a MOTION by Mr. Randle, SECONDED by Mr. Moody, WITH ALL IN FAVOR, the Board approved the Consent agenda as presented, for the SweetBay Residential CDDs 1-7 and Commercial CDDs 1-2.

FOURTH ORDER OF BUSINESS – Business Matters

A. Exhibit 2: Consideration & Adoption of **Resolution 2025-05**, Approving Fiscal Year 2025-2026 Meeting Schedule

On a MOTION by Mr. Randle, SECONDED by Mr. Moody, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-05**, Approving Fiscal Year 2025-2026 Meeting Schedule, for the SweetBay Residential CDDs 1-7 and Commercial CDDs 1-2.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

Mr. Magee had nothing to report.

- 40 B. District Engineer
41 The District Engineer was not present.
42 C. District Manager
43 Mr. McInnes had nothing to report.

44 **SIXTH ORDER OF BUSINESS – Supervisors’ Requests**

45 There being none, the next item followed.

46 **SEVENTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda (limited to
47 3 minutes per individual)**

48 There being none, the next item followed.

49 **EIGHTH ORDER OF BUSINESS – Adjournment**

50 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
51 adjourn the meeting. There being none, Mr. Randle made a motion to adjourn the meeting.

52 On a MOTION by Mr. Randle, SECONDED by Mr. Moody, WITH ALL IN FAVOR, the Board adjourned
53 the meeting at 10:36 a.m. CDT for the SweetBay Residential CDDs 1-7 and Commercial CDDs 1-2.

54 **Each person who decides to appeal any decision made by the Board with respect to any matter considered
55 at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,
56 including the testimony and evidence upon which such appeal is to be based.*

57 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
58 meeting held on January 30, 2026.**

59
60
61
62

Signature

Signature

Printed Name

Printed Name

63 Title: Secretary Assistant Secretary

Title: Chairman Vice Chairman

EXHIBIT 3

FINANCIAL ADVISORY AGREEMENT

This agreement (“Agreement”), made and entered into this 31st day of July, 2025, (the “Effective Date”) by and between Sweetbay Residential Community Development Districts 1-7, Sweetbay Commercial Community Development Districts 1-2 (“DISTRICT”) and Fishkind Consulting (hereinafter called “FCFC”), sets forth the terms and conditions under which FC shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FC is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FC agree as follows:

I. SCOPE OF SERVICES

FC shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FC which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FC.

II. WORK SCHEDULE

The services of FC are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

IV. FC is not a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2.

FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FC’s professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, FC will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FC subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until September 30, 2026 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FC which, in each case, FC fails to cure within 10 days of notice thereof. Upon such termination, FC will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FC may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FC, or (ii) to any subsidiary or affiliate of FC or a successor of FC in connection with the sale of all or substantially all of FC's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FC

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FC and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FC in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FC provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FC written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FC is relying on the Data in connection with its provision of the services under

this Agreement, FC makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

SWEETBAY COMMUNITY DEVELOPMENT DISTRICTS

Vesta District Services
250 International Parkway
Suite 208
Lake Mary FL 32746
Attention: District Manager

FC
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FC pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FC shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FC'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FC will provide the services set forth in this Agreement and FC may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind, Ph.D
- Tony DiNardo, CPA
- Nancy Rohal, Registered Paralegal

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, FC to replace any member of the advisory team. Should the DISTRICT make such a request, FC shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FC shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FC or any of its associated persons, neither FC nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FC to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FC, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will FC be liable for any act or omission of any third party or for any circumstances beyond FC's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FC and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FC and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FC shall not in any way be deemed an

amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

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

IF THE FC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FC’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: VESTA DISTRICT SERVICES 250 INTERNATIONAL PARKWAY, SUITE 208 LAKE MARY FL 32746, (321) 263-0132.

XVIII. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

XIX. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

XX. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FC have executed this Agreement as of the day and year herein above written.

SWEETBAY COMMUNITY DEVELOPMENT DISTRICTS

By: Will Randle

Name: Will Randle

Title: Chairman

Date: _____

FC

By: Hank Fishkind

Digitally signed by Hank Fishkind

Date: 2025.07.31 10:20:15 -04'00'

Name: Hank Fishkind

Title: President

Date: July 31, 2025

EXHIBIT A
SCOPE OF SERVICES



November 20, 2024

Mr. David C. McInnes, District Manager
SweetBay Community Development District c/o
Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746

Copies to:

Mr. Will Randle, Director of Development
St. Andrew Bay Land Company, LLC
3204 Heartleaf Avenue East
Panama City, FL 32405

Mr. William Harrison, Esquire
Harrison, Rivard, Duncan, & Buzzett
101 Harrison Avenue
Panama City, FL 32401

St. Andrew Bay Land Company, LLC c/o
Ms. Erin Ruhe, Chief Operating Officer
HomeFed Corporation
1903 Wright Place, Suite 220
Carlsbad, CA 92002

RE: Financial Consultant to SweetBay Districts

VIA: Email only to: dmcinnes@vestaproPERTIEServices.com; eruhe@hfc-ca.com;
wrandle@standrewbay.com; wharrison@harrisonrivard.com

Dear Mr. McInnes,

Recently, the City of Panama City ("City") has approved the proposed interlocal agreement and revenue sharing arrangement that will support the districts' financing of its infrastructure. I would like to serve the boards as their Financial Consultant. In that roll I can assist and facilitate the districts' infrastructure financing plans. The scope of work outlined below authorizes me to assist the districts to manage the financing process.

Task 1 Draft Assessment Methodology Report

In order to conduct the financing process the Districts must adopt their assessment methodologies and impose the special assessments pursuant to the assessment methodologies. Fishkind Consulting ("FC") has previously provided draft assessment reports to the districts ("Report"). FC will update the draft and structure the assessment amounts as follows. Series "A" assessments will be set at levels approved by HomeFed that will: (a) not be obstacles to sales and (b) be passed through to final homeowners in SweetBay. Series "B" assessments will be funded from revenue sharing with the City through the interlocal agreement between the City and the Districts.

Task 2 Manage the Adoption and Implementation of the Assessment Methodology

FC will work with the boards of the districts to adopt the assessment methodology and to implement it over time. Implementation involves the design and crafting of the assessment tax roll that is the official record of the Series "A" assessments and used to collect annual assessments each year through the property tax collector in Bay County. Eventually, the tax roll is turned over to the District Manager for their management.

Task 3 Manage the District's Financings

FC will manage the districts' financings on behalf of HomeFed. This will include, but not be limited to: (a) updating the assessment reports at the time of each financing, and attest to the reliability of the assessments to fund debt service; (b) consult on the structure and pricing of each financing; and (c) manage the financing process on behalf of HomeFed and the districts.

Task 4 Annual Fiscal Impact Analysis Reports to the City

FC will update the fiscal impact model for SweetBay to include the City's latest budget and to incorporate updates to the demographic and economic data for the City. FC will draft the report as required under the interlocal agreement and answer any questions posed by the City.

EXHIBIT B
COMPENSATION FOR SERVICES

III.0 Fee Proposal

FC proposes a fixed-fee budget of \$77,500 for the scope of work described above for the initial year. The table below supports our fee request.

TASK	DESCRIPTION	PROFESSIONAL FEE	EXPENSES	TOTAL
1	Draft Assessment Methodology Report	\$20,000	\$0	\$20,000
2	Manage the Adoption and Implementation of the Assessment Methodology	\$15,000	\$2,500	\$17,500
3	Manage the District's Financings	\$20,000	\$2,500	\$22,500
4	Annual Fiscal Impact Analysis Reports to the City	\$15,000	\$2,500	\$17,500
		=====	=====	=====
	Total	\$70,000	\$7,500	\$77,500

After your review, please feel free to contact me with any questions or to discuss our proposal. I look forward to the opportunity to continue to work with you on this project.

Sincerely,

Hank Fishkind

Digitally signed by Hank
Fishkind
Date: 2024.11.20 12:46:48 -05'00'

Hank Fishkind, Ph.D.
President

EXHIBIT C
INSURANCE

Fishkind & Associates, Inc. ("FC") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FC maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FC also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV) Federal Insurance Company; (A++; XV) Indian Harbor Insurance Company (A; XV) Great Northern Insurance Company; (A++; XV) Federal Insurance Company; (A++; XV) Federal Insurance Company; (A++; XV) Great Northern Insurance Company; (A++; XV)
Financial Institution Bond	
Cyber Liability	
General Liability	
Automobile Liability	
Excess /Umbrella Liability	
Workers Compensation	
& Employers Liability	

EXHIBIT 4



November 17, 2025

Mr. Will Randle, Vice Chairman
SweetBay Community Development Districts
St. Andrew Bay Land Company, LLC
3204 Heartleaf Avenue East
Panama City, FL 32405

Copies to:

Mr. William Harrison, Esquire
Harrison, Rivard, Duncan, & Buzzett
101 Harrison Avenue
Panama City, FL 32401

Mr. David C. McInnes, District Manager
Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746

Ms. Erin Ruhe, Chief Operating Officer
Ms. Divya Jayakumar, Senior Financial Analyst
HomeFed Corporation
1903 Wright Place, Suite 220
Carlsbad, CA 92008

RE: Change Order #1 to Financial Advisory Agreement
Dated July 31, 2025

VIA: Email only to: wrandle@standrewbay.com; wharrison@harrisonrivard.com; dmcinnes@vestapropertyservices.com; DJayakumar@hfc-ca.com; ERuhe@hfc-ca.com; agiacoia@hfc-ca.com

Dear Mr. Randle,

On July 31, 2025 the SweetBay community development districts ("Districts") entered into the Financial Advisory Agreement (attached for reference) with Fishkind Consulting ("FC"). Since then, certain work was completed under the Agreement. However, a number of recent changes to the development program expected in SweetBay, proposed boundary amendments for the Districts, and updates to the estimated cost of the District's capital improvement plan ("CIP") prompt this proposed change order.

For clarity, FC has restated the proposed scope of work to replace the prior scope covered in the existing Agreement. An updated budget proposal is also provided with a reconciliation to the existing budget under the Agreement.

1.0 Scope of Work

Task 1 Assessment Methodology Report

The newly updated development program for SweetBay, changes in the Districts boundaries, and a revised CIP require a new master assessment methodology report. In conjunction with HomeFed, FC draft and structure the assessment amounts as follows. Series "A" assessments will be set at levels approved by St. Andrew Bay Land Company, LLC that will: (a) not be obstacles to sales and (b) be passed through to final homeowners in SweetBay. Series "B" assessments will be funded from revenue sharing with the City through the interlocal agreement between the City and the Districts.

Task 2 Manage the Adoption and Implementation of the Assessment Methodology

FC will work with the boards of the Districts to adopt the assessment methodology and to implement it over time. Implementation involves updating and revising the Districts' lien book that is the official record of the Series "A" assessments and used to collect annual assessments each year through the property tax collector in Bay County. Once approved by the Districts, FC will turn the lien book over to the District Manager for its management.

Task 3 Update the Interlocal Agreement and Draft the SERC

Changes to the Districts' boundaries necessitate an update to the Interlocal Agreement with the City. Essentially, the new boundaries for the Districts will replace the existing appendix with the old boundaries. FC will coordinate with Mr. Harrison to submit the Interlocal Agreement to the City for its approval. In addition, the change in boundaries requires a petition to the City that includes a statement of estimated regulatory cost ("SERC"). FC will draft the SERC for the boundary petition.

Task 4 Manage the District's Financings

FC will manage the Districts' proposed Series 2026 Bonds. This will include, but not be limited to: (a) attest to the reliability of the assessments to fund debt service; (b) consult on the structure and pricing of each financing; (c) consult with HomeFed concerning payments and credits; (d) update the documentation tracking credits and payments; and manage the financing process on behalf of the Districts.

Task 5 Annual Fiscal Impact Analysis Report to the City

FC will update the fiscal impact model for SweetBay to include the City's latest budget and to incorporate updates to the demographic and economic data for the City. FC will draft the report as required under the interlocal agreement and answer any questions posed by the City.

2.0 Fee Proposal

For ease of reference, FC has reproduced the budget approved under the Agreement.

TASK	DESCRIPTION	PROFESSIONAL FEE	EXPENSES	TOTAL
1	Draft Assessment Methodology Report	\$20,000	\$0	\$20,000
2	Manage the Adoption and Implementation of the Assessment Methodology	\$15,000	\$2,500	\$17,500
3	Manage the District's Financings	\$20,000	\$2,500	\$22,500
4	Annual Fiscal Impact Analysis Reports to the City	\$15,000	\$2,500	\$17,500
		=====	=====	=====
	Total	\$70,000	\$7,500	\$77,500

Task 1 was completed prior to the recent changes in the development program, shift in boundaries, and update to the CIP. This work will be revised under the new Task 1 of the scope. This leaves \$57,500 available under the Agreement. The fee proposal for the updated scope of work is provided below.

TASK	DESCRIPTION	PROFESSIONAL FEE	EXPENSES	TOTAL
1	Draft Assessment Methodology Report	\$25,000	\$0	\$25,000
2	Update Lien Book and Manage Adoption	\$25,000	\$0	\$25,000
3	Update Interlocal and SERC	\$5,000	\$0	\$5,000
4	Manage the District's Financings	\$50,000	\$2,500	\$52,500
5	Annual Fiscal Impact Analysis Reports to the City	\$15,000	\$2,500	\$17,500
		=====	=====	=====
	Total	\$120,000	\$5,000	\$125,000
	Existing Budget Balance			\$57,500
	Increase in Budgeted Amount			\$67,500

After review please feel free to call me with any questions that may arise.

Sincerely,

Hank Fishkind

Digitally signed by Hank Fishkind
Date: 2025.11.17 17:13:42 -05'00'

Hank Fishkind, Ph.D.
President

Will Randle
Chairman
SweetBay Community Development Districts
12/10/2025

EXHIBIT 5

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SWEETBAY RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICTS 1-6 AND SWEETBAY COMMERCIAL COMMUNITY DEVELOPMENT DISTRICTS 1-2 AUTHORIZING AND APPROVING THE CHANGE OF DESIGNATED REGISTERED AGENT AND REGISTERED OFFICE OF SWEETBAY RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICTS 1-6 AND THE SWEETBAY COMMERCIAL COMMUNITY DEVELOPMENT DISTRICTS 1-2.

WHEREAS, the Sweetbay Residential Community Development Districts 1-6 and the Sweetbay Commercial Community Development Districts 1-2 (the “Districts”) are a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the city of Panama City, Florida; and

WHEREAS, the Districts are statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the Districts in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SWEETBAY RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICTS 1-6 AND THE SWEETBAY COMMERCIAL COMMUNITY DEVELOPMENT DISTRICTS 1-2:

SECTION 1. Wesley Haber, Esq. of Kutak Rock, LLP, is hereby designated as the Registered Agent for the Districts.

SECTION 2. The Districts’ Registered Office shall be located at c/o Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the Districts’ Secretary is hereby directed to file certified copies of this Resolution with Pasco County, Florida, and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

[Signatures On Following Page]

PASSED AND ADOPTED this 30th day of January 2026.

ATTEST:

**SWEETBAY RESIDENTIAL COMMUNITY
DEVELOPMENT DISTRICTS 1-6 AND THE
SWEETBAY COMMERCIAL COMMUNITY
DEVELOPMENT DISTRICTS 1-2**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT 6

AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY REPORT SWEETBAY COMMUNITY DEVELOPMENT DISTRICTS

January 26 2025

Prepared for

**Board of Supervisors
SweetBay Stewardship Districts**

Prepared by

**Fishkind Consulting
3504 Lake Lynda Drive, Suite 107
Orlando, Florida 32817
407-382-3256
WWW.Fishkindls.com**

Amended and Restated Master Assessment Methodology Report SweetBay Stewardship District

1.0 Introduction

1.1 Purpose

This Amended and Restated Master Assessment Methodology, (“Methodology”) provides a system to allocate non-ad valorem special assessments securing the repayment of bond debt to be issued by the SweetBay Residential Community Development Districts 1-7 and the SweetBay Non-Residential Districts 1-2 (collectively the “Districts”). Residential Community Development District 7 is in the process of being approved, and there are minor adjustments to the boundaries of some of the other Districts. For the purposes of this report these areas and their proposed residential units are included for informational purposes. They are expected to be assessed at a later date when the adjustments are approved by Panama City.

The Methodology has two goals: (1) quantifying the special benefits received by properties within the Districts from the construction of the Districts’ improvements and facilities, and (2) equitably allocating the costs incurred by the Districts to provide the improvements to properties in the Districts.

The Districts plan to implement a revised capital improvement program (“CIP”) that will allow the development of property within the Districts. The Districts plan to fund most of the CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the Districts along with funds from the Districts’ Interlocal Agreement (“IA”) with Panama City. The special assessments will serve as liens against properties within the boundaries of the Districts that receive a special benefit from the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.¹

¹ City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)

1.2 Background

The Districts were created by the city of Panama City on May 23, 2023, by Ordinance 3155 except for Residential District 7 which is in formation. The districts comprise +/- 538 acres in Panama City, Florida. The “SweetBay CDD Engineer’s Report” dated December 2025 provides a description of the Districts and a location map.

This Methodology outlines the method to allocate the debt incurred by the Districts to fund the CIP over the approximately 538 acres in the Districts that will receive a special benefit from the installation of the CIP. It is the Districts’ debt-funded capital infrastructure improvements that will allow the development of the lands within the Districts. By making development of the land within the Districts possible, the Districts create special benefits to the lands within the Districts.

1.3 Projected Land Use Plan for the Districts

As of the date of this report, a portion of the SweetBay development is complete, and debt associated with the CIP has been allocated to properties sold by St. Andrews Bay, LLC (“Developer”) pursuant to the previously adopted Master Assessment Methodology (“Prior Methodology”). In addition, subsequent to the adoption of the Prior Methodology, the Developer has revised the development program for the remaining property in the Districts.

Table 1 summarizes the updated land use development plan for the SweetBay development. The initial land use plan had 4,000 residential units and 440,794 square feet of commercial, retail, and marina space. Prior to the formation of the Districts, 486 single-family homes were developed and are outside of the boundaries of the Districts. In addition, the Developer has sold 133 single-family lots and 360 apartments. Responding to changing market conditions, the Developer now plans for 1,624 single-family lots, 288 apartment units, and 440,794 square feet of commercial, retail, and marina space.

Table 1. Updated Development Plan Summary

Land Uses	Initial Plan Totals	Non CDD	CDD Sold	Updated Plan
Single/Multifamily units	2,671	486	133	1,624
Apartment units	1,329	0	360	288
	=====	=====	=====	=====
Subtotal Residential Units	4,000	486	493	1,912
Commercial/retail/marina sqft	440,795	0	0	440,795

Source: St. Andrews Bay, LLC (“Developer”)

At the outset, the CIP is based on the land uses the Developer plans for the property in the Districts as shown in Table 1. However, until either: (a) parcels of land along with their development entitlements are sold by the Developer to a new landowner and entitlements conveyed or (b) plats are filed; the precise land uses are unknown. At the time of this report, the Developer has sold 133 single-family lots to homebuilders and an apartment community of 360 units. These properties were allocated their share of the assessments based on the Prior Methodology.

The balance of the property in the Districts will be initially assessed on a gross acre basis. When properties are sold and entitlements conveyed or plats are filed, the precise land uses will be known on these properties. At that time, the Districts will refine the assessment on the property from the amount based on acreage to the amount specified in the Methodology for the actual land uses.

There is one important provision. The debt per acre on the property that remains unplatted in the Districts is not allowed to increase above its debt Ceiling Amount. The Ceiling Amount is set whenever the Districts issue debt. It is calculated by dividing the unplatted acres of the properties in the Districts into the debt allocated to the unplatted properties. In addition, this requirement will be tested at four intervals based upon the percentage of total acres that are developed. The intervals are at 25%, 50%, 75%, and 90% of the gross acres.

1.4 CIP - Infrastructure Installation

The Districts will construct public infrastructure and improvements as outlined in the Engineer's Report. The CIP is usefully divided into two parts: (1) master infrastructure that benefits all of the developable property in the Districts, and (2) subdivision improvements that only benefit residential properties in specific Districts and are installed in phases over time.

Table 2 summarizes the estimated costs for the master infrastructure improvements. The Engineer estimates a total cost of \$40,047,496. This estimate is in constant 2025 dollars and does not include an allowance for cost escalation over time.

Table 2. Summary of Master Infrastructure Costs (\$2025)¹

Capital Improvements	Completed	Remaining	Total
Spine Road (60+ ROW)	\$0	\$4,843,424	\$4,843,424
Sunset Shore Extension	\$0	\$1,044,130	\$1,044,130
Jackson Way Connector	\$0	\$1,785,000	\$1,785,000
Stormwater Management Retrofit	\$0	\$2,011,185	\$2,011,185
Stormwater Management Excavation	\$0	\$6,342,821	\$6,342,821
Spine Road (100+- ROW)	\$5,642,678	\$5,114,061	\$10,756,739
Trunkline (Electric)	\$1,092,112	\$593,700	\$1,685,812
Boardwalk	\$0	\$0	\$0
Frankford Ave. Wastewater Improvements	\$1,052,790	\$0	\$1,052,790
Forest Park Mobility Plan	\$82,340	\$3,017,660	\$3,100,000
Culvert/Bridge Crossing	\$0	\$0	\$0
Spine Drainage Outflow	\$0	\$0	\$0
Engineering and Legal @ 15%	\$0	\$3,712,797	\$3,712,797
Contingency @ 15%	\$0	\$3,712,797	\$3,712,797
	=====	=====	=====
Total	\$7,869,920	\$32,177,576	\$40,047,496

Source: "SweetBay CDD Engineer's Report", Dewberry Engineering, P.A.,
January 2026

1. Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District

Table 3 shows the Engineer's estimate for the cost to install the Districts' subdivision improvements. These improvements provide special benefits only to each specific District. Therefore, these costs are allocated only to the specially benefitting properties in each District.

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Table 3. Summary of Subdivision Infrastructure Costs (\$2025)¹

District	Completed	Remaining	Total
Residential District 1	\$0	\$0	\$0
Residential District 2	\$13,238,432	\$4,457,248	\$17,695,680
Residential District 3	\$44,186	\$18,200,000	\$18,244,186
Residential District 4	\$0	\$40,300,000	\$40,300,000
Residential District 5	\$0	\$22,246,810	\$22,246,810
Residential District 6	\$0	\$14,799,844	\$14,799,844
Residential District 7	\$4,162,982	\$0	\$4,162,982
Commercial District 1	\$10,123,416	\$780,000	\$10,903,416
Commercial District 2	\$0	\$0	\$0
	=====	=====	=====
Total	\$27,569,015	\$100,783,902	\$128,352,917

Source: "SweetBay CDD Engineer's Report", Dewberry Engineering, P.A., January 2026

1. The cost estimate includes a 15% allowance for engineering and legal and a 15% contingency. Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District

The Engineer's cost estimates in Tables 2 and 3 are in constant 2025 dollars. The exact time when the remaining infrastructure will be installed depends on future market conditions. Furthermore, future cost escalation rates are also unknown at this time. Typically, community development districts ("CDDs") deal with these uncertainties by including significant cost escalation factors in the cost estimates and then size their bonds accordingly. This is because, unlike the Districts herein, CDDs typically secure and fund 100% of their debt obligations from special assessments. So, the typical special assessments are sized accordingly. However, the Districts not only have funds from special assessments, but they also have funds from the revenue sharing under the IA with the City. Therefore, the Districts need not size their bonds to fund future escalation costs which can be funded from the shared revenue from the IA. As a result, the special assessments for the Districts are sized based on bonds to fund the CIP without additional amounts for future escalation costs.

1.5 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law require two things. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments that exceed the burden of the debt placed upon them. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.²

If these two characteristics of valid special assessments are adhered to, Florida law provides wide latitude to legislative bodies, such as the Districts' Board of Supervisors in approving special assessments. Indeed, Florida courts have found that mathematical perfection is probably impossible, but if reasonable people disagree the assessment will be upheld. Only if the Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment method be overturned.³

1.6 Special Benefits and General Benefits

New capital Infrastructure improvements included in the CIP create both: (1) special benefits to the properties in the Districts and (2) general benefits to properties outside the Districts. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to properties in the Districts. The CIP described in the District Engineer's Report is designed to enable properties in the Districts to be developed. Without the CIP, there would be no infrastructure to support development of the properties in the Districts. There is no doubt that the general public, and property owners outside the Districts, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to meet the needs of the Districts. Lands outside the Districts do not depend upon the CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which developable property in the Districts receive compared to those lying outside of the boundaries of the Districts.

² City of Boca Raton v. State, 595 So.2nd 25,30 (Fla. 1992), Sarasota Cnty. v. Sarasota Church of Christ, Inc., 667 So.2nd 180, 183 (Fla. 1995).

³ City of Winter Springs v. State, 766 So.2nd 255,258 (Fla. 2001).

1.7 Demonstration of Benefit

As shown in Tables 2 and 3, the estimated cost of the CIP is \$40,047,496 for the master infrastructure and \$128,352,917 for the subdivision infrastructure for a total of \$168,400,413. The Districts plan to issue bonds to fund these costs, with total bond principal estimated at \$217,050,000 without inflation (Table 6). As shown in Table 1, the development plan for properties in the Districts includes 2,405 residential units (493 sold units and 1,912 future units) and 440,795 square feet of nonresidential space within the Districts. For ease of discussion, in this section of this report, only the 2,405 residential units are considered. Therefore, the average cost per unit for the CIP without inflation is \$90,249.

As discussed in more detail below, when the properties are developed according to the land plan in Table 1, the developed properties will have absorbed all of the debt that was initially allocated on a gross acre basis. Therefore, the proper analysis of the special benefit to the properties in the Districts planned for development is to compare the current value of the property to be developed to the expected future value of the property after the CIP is installed.

Table 4 displays the calculations estimating the value of the residential properties in the District when they are fully improved and platted, along with the estimated value of the land for those properties on an improved basis. The figures are all in 2025 dollars without inflation, based on the Developer's current pricing schedule. The 1,757 single-family, townhomes, and condominiums have a projected sell out value of approximately \$954 million. The rental apartments are valued at approximately \$153 million. The total sell out value of the residential real estate is projected at approximately \$1.1 billion. Using the market standard relationship between the sales price of residential real estate (land and buildings) to the value of the developed building pad of 25% generates the estimated value of the residential property in the Districts at approximately \$277 million or \$115,062 per residential unit.

Table 4. Residential Land Values for Residential Properties in the Districts as Improved by the CIP (\$2025)

Residential Units	Single Family	Multifamily	Total
Units	1,757	648	2,405
Total Value	\$953,964,907	\$152,928,000	\$1,106,892,907
Total Land Value	\$238,491,227	\$38,232,000	\$276,723,227
Value/Unit	\$538,951	\$236,000	\$460,247
Land Value/Unit	\$135,738	\$59,000	\$115,062

As demonstrated in Table 5, the installation of the infrastructure will generate benefits more than its cost of \$90,249 per residential unit by boosting the market value of the now undeveloped property well above the current land value (as described below) to \$115,062 per lot as shown above in Table 4. Deducting the cost to produce the finished building pads of \$90,249 from the value of the lots as improved of \$115,062 results in a net value per unit of \$24,812. The SweetBay property was purchased by the Developer for \$6 million. The land cost per residential lot is \$2,495 for the original total of 2,405 residential lots. Thus, the special benefit from the installation of the CIP is the difference between the net value of the lots at \$24,812 per unit and the cost of the land of \$2,495 per unit, or \$22,317 per unit. This estimate of special benefit is conservative, because it does not consider the value of the improved nonresidential property.

Table 5. Demonstration of Special Benefit

Category	Amount
Total Bond Debt \$2025	\$217,050,000
Residential Units	2,405
=====	=====
Cost/Unit	\$90,249
Land Value/Unit	\$115,062
=====	=====
Gross Value of District Infrastructure/Unit	\$24,812
Cost of Land	\$6,000,000
Residential Units	2,405
Cost/Unit	\$2,495
Gross Value of District Infrastructure/Unit	\$24,812
=====	=====
Special Benefit	\$22,317

2.0 CIP Plan of Finance

The Districts intend to finance the CIP costs shown in Tables 2 and 3 by issuing bonds. These bonds will be issued in several series, as development progresses within the Districts. A number of component funds comprise the total principal of the bonds to be issued by the Districts. These funds may include, but are not limited to, construction, capitalized interest, debt service reserve, underwriter's discount, and issuance costs. The debt service reserve account is set initially at 100% of maximum annual debt service. The bond sizing includes 36 months of capitalized interest. The underwriter's discount is estimated at 2.0% of par. This allowance pays the underwriter for taking the risks involved in purchasing the District's bonds. The cost of issuance pays for the trustee, financial advisor, District counsel, and other costs associated with issuing the District's bonds.

An estimate of the bond issuance required to fund the District's CIP without inflation is found in Table 6. The construction/acquisition funds raised by the Districts' bonds may fund only a portion of the District's CIP. The balance of any remaining CIP costs will be funded by one or more landowners in the Districts or by the Developer. As bonds are issued by the Districts over time, the Districts will adopt supplemental assessment methodology reports detailing the particulars of each specific bond issue with respect to bond pricing. The ultimate timing of the bond issuances will be based on market demand.

Table 6. Estimated Bond for CIP without Inflation

Category	Master	Subdivisions	Total
Construction Fund	\$40,047,496	\$128,352,917	\$168,400,413
Capitalized Interest	\$6,180,000	\$12,027,027	\$18,207,027
Debt Service Reserve	\$3,741,419	\$19,866,000	\$23,607,419
Under Writer's Discount	\$1,030,000	\$2,000,000	\$3,030,000
Cost of Issuance	\$500,000	\$3,311,000	\$3,811,000
Rounding	\$1,085	-\$6,944	-\$5,859
<hr/>			
Bond Issuance Par	\$51,500,000	\$165,550,000	\$217,050,000

The Developer plans to develop and sell the improved building pads over a twenty year period with the exact timing of the phasing dependent on market conditions. As noted previously, construction of the master infrastructure benefitting all the properties in the Districts is underway along with the first phase of the subdivision improvements.

3.0 Assessment Methodology

3.1 Overview

The assessment methodology has four components. First, the Districts' Engineer determines the costs for the CIP's master improvements that benefit all developable property in the Districts and for the subdivision improvements benefitting specific subdivisions. Second, the Assessment Consultant and the Underwriter estimate of the dollar amount of bonds required to finance the CIP. Third, the Assessment Consult determines the properties in the Districts that specially benefit from the installation of the CIP. Finally, the as-financed costs of the CIP are allocated to the specially benefiting properties based on the approximate relative benefit each property receives.

3.2 Allocation of Specific Assessments

The discussion below illustrates the process by which the Districts will allocate bond debt incurred to fund the CIP. As shown in Table 6, the Districts anticipate issuing \$217,050,000 in bonds to fund the CIP. The Districts' bond debt will be secured by special assessments allocated to properties in the Districts based on and proportional to the benefits that each property receives from the CIP. As described above, until such time as either: (a) properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the Districts are not known with certainty. Therefore, at the outset, the debt is allocated on a gross acreage basis across all benefited acres in the Districts totaling approximately 538 acres. As the sale and platting process unfolds, the Districts will more finely articulate the allocation of debt to benefiting properties based on their land uses.

As of the date of this report, the Developer has platted and sold 133 lots and an apartment complex with 360 units. These properties were allocated special assessments based on the Prior Methodology. The Developer has also platted 88 single-family lots, but none of these have been sold to third parties. These 88 single-family lots will be reallocated special assessment debt based on the updated CIP and development plan.

Table 7 shows the allocations using the Prior Methodology. The division between roads (68%) and other infrastructure (32%) is based on the CIP as further discussed below. In total \$4,583,250 was allocated to the 133 lots and the 360 apartment units based on the Prior Methodology. The St. Andrews units' prior allocation totaling \$1,114,130 is added back to the adjusted total resulting in a grand total of \$48,030,8881 for allocation.

Table 7. Debt Allocation to Sold Properties and Remaining Debt Allocation for Future Development

Par Bonds- Adjusted	Total	Allocated	St Andrews Land-Units	Adjusted Par
Master-Roads	\$35,137,111	\$3,127,032	\$760,142	\$32,770,221
Master -Other	\$16,362,889	\$1,456,218	\$353,988	\$15,260,660
Subdivision Improvements	\$0	\$0	\$0	\$0
	=====	=====	=====	=====
Total	\$51,500,000	\$4,583,250	\$1,114,130	\$48,030,881

As noted above, as long as two basic principles are adhered to, Florida law generally allows the Districts latitude in determining the appropriate methodology to allocate the costs of its CIP to benefiting properties in the Districts. The two principles are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, dwelling units, acreage, and equivalent residential units ("ERU"). The development plan for lands in the Districts encompasses a variety of single-family unit types, multifamily apartments, a marina, clubhouses, and commercial/retail uses. The CIP costs are primarily for roads and the Forrest Park Mobility plan accounting for 68% of the total with the balance for stormwater management facilities the electric trunklines. In light of these facts, the most equitable allocation methodology is to allocate roadway costs by the trip rates for each land use and to allocate all other costs on an ERU basis.

Trip rates for all land uses are published by the Institute of Transportation Engineers (2017), Trip Generation Manual, 10th Edition. These trip rates are used along with the land use plan to design the roadway network for the Districts. The neighborhood shopping center in the development, anchored by Publix, is located in the town center which is internal to the development. Therefore, it is designed and expected to primarily serve the development. As a result, an estimated 75% of the shopping trips to the center will be generated by the residential development in SweetBay. In order not to double count the trips associated with the shopping center, its trip rate was reduced by 75% to account for the internal capture of the shopping trips.

For the remaining non-roadway improvements, given the variety of land uses, the ERU method is best suited to produce an equitable allocation of these costs. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in Winter Springs v. State.⁴ In addition, the ERU methodology is widely used in other similar CDDs.

In this application the ERU unit of measurement is a standard, single-family lot, with a 50' frontage. All other land uses will be measured in terms of the 50' standard single-family metric. The average apartment unit is about 1,000 square feet and is expected to house an average of 2 people. This is about 50% of the standard 50' single-family home, so the apartments are assigned 0.50 ERU per unit. There are six categories of single-family homes planned for SweetBay ranging from: (1) small, three-bedroom, two-bath standard homes to (2) large estate homes, with five or more bedrooms and 4 or more bathrooms. ERUs are assigned in proportion to the lot frontage and the expected size of the homes. The development plan also includes townhomes assigned 0.75 ERU and condominiums measured at 1.5 ERU. Commercial/retail/marina uses are counted as 1 ERU per 2,000 square feet.

As noted above, the CIP can be usefully divided into two categories: (1) master infrastructure which benefits all developable property in the Districts and (2) subdivision infrastructure benefitting only particular residential subdivisions. Table 6 provided the bond sizing to fund the CIP for the master and subdivision infrastructure. Table 7 calculated the portion of these costs that were allocated to platted and sold properties according to the Prior Methodology. As shown in Table 7, \$48,030,881 of master improvement debt remains to be allocated to the undeveloped land in the Districts and the Developer's platted lots. Table 8 displays the allocation of master assessments using the methodology discussed previously. Maximum Annual Debt Service ("MADS") is estimated at 6% with a 30 year term as used to size the bonds. MADS includes administrative charges of 4% to account for early payment of property taxes and a 2% allowance for the costs of the tax assessor and tax collector.

⁴ City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)

Table 8. Allocation of Bond Debt Funding Master Infrastructure

LAND USE	DISTRICT	VOLUME	EQUALENT RESIDENTIAL UNIT (ERU)			NON-ROAD CAPITAL IMPROVEMENT (NR-CIP)			
			ERU/Use	ERUs	%ERU	PAR (NR-CIP)	MADS (Debt Service)	PAR /UNIT	MADS /UNIT
Residential -Units									
Multifamily 2	Residential District 1	288	0.50	144.00	6.52%	\$994,370	\$74,095	\$3,452.67	\$257.28
Phase 1D 24'	Residential District 7	15	0.48	7.20	0.33%	\$49,718	\$3,705	\$3,314.57	\$246.98
Phase 1D 25'	Residential District 7	19	0.50	9.50	0.43%	\$65,601	\$4,888	\$3,452.67	\$257.28
Phase 1D 35'	Residential District 7	27	0.70	18.90	0.86%	\$130,511	\$9,725	\$4,833.74	\$360.19
Phase 3A&B 24'	Residential District 2	26	0.48	12.48	0.56%	\$86,179	\$6,422	\$3,314.57	\$246.98
Phase 3A&B 25'	Residential District 2	5	0.50	2.50	0.11%	\$17,263	\$1,286	\$3,452.67	\$257.28
Phase 3A&B 35'	Residential District 2	9	0.70	6.30	0.29%	\$43,504	\$3,242	\$4,833.74	\$360.19
Phase 3A&B 45'	Residential District 2	15	0.90	13.50	0.61%	\$93,222	\$6,946	\$6,214.81	\$463.10
Phase 3A&B 50'	Residential District 2	22	1.00	22.00	1.00%	\$151,918	\$11,320	\$6,905.35	\$514.55
Phase 3A&B 60'	Residential District 2	11	1.20	13.20	0.60%	\$91,151	\$6,792	\$8,286.42	\$617.46
Phase 3 South	Residential District 2	55	1.00	55.00	2.49%	\$379,794	\$28,300	\$6,905.35	\$514.55
Phase 3 D	Residential District 2	36	1.00	36.00	1.63%	\$248,592	\$18,524	\$6,905.35	\$514.55
Marina District	Residential District 4	300	2.00	600.00	27.15%	\$4,143,208	\$308,731	\$13,810.69	\$1,029.10
School & Fire Station/Build to Rent	Residential District 1	185	1.00	185.00	8.37%	\$1,277,489	\$95,192	\$6,905.35	\$514.55
Single Family- East Side Parcels	Residential District 5	429	1.00	429.00	19.41%	\$2,962,393	\$220,742	\$6,905.35	\$514.55
Single Family- East Side Parcels	Residential District 6	270	0.50	135.00	6.11%	\$932,222	\$69,464	\$3,452.67	\$257.28
Gold Coast	Residential District 3	200	1.50	300.00	13.57%	\$2,071,604	\$154,365	\$10,358.02	\$771.83
Spine Road Reserve	Residential District 3	0	2.00	0.00	0.00%	\$0	\$0		
SUBTOTAL		1,912		1,989.58	90.03%	13,738,739	1,023,741		
Commercial -SQ. FT (SF)									
Town Center South -Phase 1	Commercial District 1	76,015	0.0005	38.01	1.72%	\$262,455	\$19,557	\$3.45	\$0.26
Town Center South Phase 2	Commercial District 1	41,200	0.0005	20.60	0.93%	\$142,250	\$10,600	\$3.45	\$0.26
Town Center South Phase 3	Commercial District 1	20,000	0.0005	10.00	0.45%	\$69,053	\$5,146	\$3.45	\$0.26
Nursing/Assisted Living	Commercial District 2	60,000	0.0005	30.00	1.36%	\$207,160	\$15,437	\$3.45	\$0.26
Medical /Office	Commercial District 2	140,000	0.0005	70.00	3.17%	\$483,374	\$36,019	\$3.45	\$0.26
Marina Retail	Residential District 4	40,730	0.0005	20.37	0.92%	\$140,627	\$10,479	\$3.45	\$0.26
Boat Dry Storage	Residential District 4	62,850	0.0005	31.43	1.42%	\$217,001	\$16,170	\$3.45	\$0.26
SUBTOTAL		440,795		220.40	9.97%	1,521,921	113,406		
TOTAL				2,209.98	100.00%	15,260,659.56	1,137,146.68		

LAND USE	DAILY TRIPS GENERATED (TRIPS)			ROAD CAPITAL IMPROVEMENT (R-CIP)			
	TRIPS/Use	TRIPS	%TRIPS	PAR (R-CIP)	MADS	PAR / UNIT	MADS / UNIT
Residential -Units							
Multifamily 2	7.32	2,108	10.25%	\$3,359,741	\$250,350.80	\$11,665.77	\$869.27
Phase 1D 24'	9.44	142	0.69%	\$226,320	\$16,864.24	\$15,088.02	\$1,124.28
Phase 1D 25'	9.44	179	0.87%	\$285,291	\$21,258.44	\$15,015.32	\$1,118.87
Phase 1D 35'	9.44	255	1.24%	\$406,420	\$30,284.37	\$15,052.60	\$1,121.64
Phase 3A&B 24'	9.44	245	1.19%	\$390,482	\$29,096.75	\$15,018.55	\$1,119.11
Phase 3A&B 25'	9.44	47	0.23%	\$74,909	\$5,581.83	\$14,981.77	\$1,116.37
Phase 3A&B 35'	9.44	85	0.41%	\$135,473	\$10,094.79	\$15,052.60	\$1,121.64
Phase 3A&B 45'	9.44	142	0.69%	\$226,320	\$16,864.24	\$15,088.02	\$1,124.28
Phase 3A&B 50'	9.44	208	1.01%	\$331,511	\$24,702.55	\$15,068.70	\$1,122.84
Phase 3A&B 60'	9.44	104	0.51%	\$165,756	\$12,351.27	\$15,068.70	\$1,122.84
Phase 3 South	9.44	519	2.52%	\$827,185	\$61,637.60	\$15,039.72	\$1,120.68
Phase 3 D	9.44	340	1.65%	\$541,894	\$40,379.16	\$15,052.60	\$1,121.64
Marina District	9.44	2,832	13.77%	\$4,513,655	\$336,334.66	\$15,045.52	\$1,121.12
School & Fire Station/Build to Rent	9.44	1,746	8.49%	\$2,782,783	\$207,358.87	\$15,042.07	\$1,120.86
Single Family- East Side Parcels	9.44	4,050	19.70%	\$6,454,910	\$480,987.06	\$15,046.41	\$1,121.18
Single Family- East Side Parcels	9.44	2,549	12.40%	\$4,062,608	\$302,724.94	\$15,046.70	\$1,121.20
Gold Coast	9.44	1,888	9.18%	\$3,009,104	\$224,223.10	\$15,045.52	\$1,121.12
Spine Road Reserve	9.44	-	0.00%	\$0	\$0.00		
SUBTOTAL		17,439	84.82%	27,794,362	2,071,095		
Commercial -SQ. FT (SF)						PAR /SF	MADS /SF
Town Center South -Phase 1	9.4375	717	3.49%	\$1,142,758	\$85,152.52	\$15.03	\$1.12
Town Center South Phase 2	9.4375	389	1.89%	\$619,990	\$46,198.51	\$15.05	\$1.12
Town Center South Phase 3	9.4375	189	0.92%	\$301,229	\$22,446.06	\$15.06	\$1.12
Nursing/Assisted Living	2.00	120	0.58%	\$191,257	\$14,251.47	\$3.19	\$0.24
Medical /Office	9.00	1,260	6.13%	\$2,008,194	\$149,640.42	\$14.34	\$1.07
Marina Retail	9.4375	384	1.87%	\$612,021	\$45,604.70	\$15.03	\$1.12
Boat Dry Storage	1.00	63	0.31%	\$100,410	\$7,482.02	\$1.60	\$0.12
SUBTOTAL		3,122	15.18%	\$ 4,975,859	\$ 370,776		
TOTAL		20,561	100.00%	\$ 32,770,221	\$ 2,441,870		

LAND USE	TOTAL CAPITAL IMPROVEMENT			
	PAR	MADS.	PAR / UNIT.	MADS /UNIT.
<u>Residential -Units</u>				
Multifamily 2	\$4,354,110.41	\$324,446.18	\$15,118.44	\$1,126.55
Phase 1D 24'	\$276,038.78	\$20,569.01	\$18,402.59	\$1,371.27
Phase 1D 25'	\$350,891.85	\$26,146.68	\$18,467.99	\$1,376.14
Phase 1D 35'	\$536,931.27	\$40,009.39	\$19,886.34	\$1,481.83
Phase 3A&B 24'	\$476,660.90	\$35,518.35	\$18,333.11	\$1,366.09
Phase 3A&B 25'	\$92,172.19	\$6,868.20	\$18,434.44	\$1,373.64
Phase 3A&B 35'	\$178,977.09	\$13,336.46	\$19,886.34	\$1,481.83
Phase 3A&B 45'	\$319,542.46	\$23,810.68	\$21,302.83	\$1,587.38
Phase 3A&B 50'	\$483,429.02	\$36,022.67	\$21,974.05	\$1,637.39
Phase 3A&B 60'	\$256,906.27	\$19,143.35	\$23,355.12	\$1,740.30
Phase 3 South	\$1,206,978.74	\$89,937.92	\$21,945.07	\$1,635.23
Phase 3 D	\$790,486.10	\$58,903.01	\$21,957.95	\$1,636.19
Marina District	\$8,656,862.94	\$645,065.41	\$28,856.21	\$2,150.22
School & Fire Station/Build to Rent	\$4,060,272.26	\$302,550.85	\$21,947.42	\$1,635.41
Single Family- East Side Parcels	\$9,417,303.03	\$701,729.55	\$21,951.76	\$1,635.73
Single Family- East Side Parcels	\$4,994,830.22	\$372,189.36	\$18,499.37	\$1,378.48
Gold Coast	\$5,080,707.34	\$378,588.48	\$25,403.54	\$1,892.94
Spine Road Reserve	\$0.00	\$0.00		
SUBTOTAL	41,533,101	3,094,836		
<u>Commercial -SQ. FT (SF)</u>		PAR /SF	MADS /SF	
Town Center South -Phase 1	\$1,405,213.00	\$104,709.33	\$18.49	\$1.38
Town Center South Phase 2	\$762,240.21	\$56,798.27	\$18.50	\$1.38
Town Center South Phase 3	\$370,282.57	\$27,591.58	\$18.51	\$1.38
Nursing/Assisted Living	\$398,416.96	\$29,688.01	\$6.64	\$0.49
Medical /Office	\$2,491,568.31	\$185,659.01	\$17.80	\$1.33
Marina Retail	\$752,648.43	\$56,083.54	\$18.48	\$1.38
Boat Dry Storage	\$317,410.21	\$23,651.79	\$5.05	\$0.38
SUBTOTAL	\$ 6,497,780	484,182		
TOTAL	\$ 48,030,881	3,579,017.06		

In addition to the master infrastructure, the subdivision improvements will be installed in phases timed to meet market demand. Table 9 shows the CIP for the subdivision improvements for each of the Districts along with the bond sizes to fund the improvements. The same assumptions were used to size the subdivision bonds as used for the master improvements: 6% interest rate, 30 year term, 2 years of capitalized interest, and 2% for underwriter's discount.

Table 9. Subdivision CIP and Bonds

District	Total Cost	Volume	Par Bonds
Residential District 1	\$0	473	\$0
Residential District 2	\$17,695,680	179	\$22,790,000
Residential District 3	\$18,244,186	235	\$23,490,000
Residential District 4	\$30,300,000	300	\$38,800,000
Residential District 5	\$22,246,810	394	\$28,570,000
Residential District 6	\$14,799,844	270	\$19,110,000
Residential District 7	\$4,162,982	61	\$5,600,000
	=====	=====	=====
Subtotal	\$107,449,501	1,912	\$138,360,000
	=====	=====	=====
Commercial District 1	\$10,903,416	137,215	\$14,170,000
Commercial District 2	\$0	200,000	\$0
Residential District 4 Marina	\$10,000,000	103,580	\$13,020,000
	=====	=====	=====
Subtotal	\$20,903,416	440,795	\$27,190,000
	=====	=====	=====
Grand Total	\$128,352,917		\$165,550,000

As noted previously, the subdivision improvements are geographically specific providing special benefits to each District. The land use plans for the residential districts are for residential development only, and the land use plans for the commercial districts only envision commercial development. These facts support the use of the ERU method to allocate the costs for the subdivision improvements proportionately to the special benefits that the subdivision improvements provide to each subdivision in each District. Table 10 illustrates the methodology used to allocate the subdivision improvement costs as outlined in Table 9 to the specially benefiting properties in each District.

Finally, Table 11 displays the total allocation of debt. The total is composed of \$48,030,881 of master debt (after the allocation for platted and sold units) and \$165,000,000 of subdivision debt for a total of \$213,580,881.

Table 10. Allocation of Subdivision Improvements

LAND USE	VOLUME	ERU/Use	ERUs	%ERU	PAR (NR-CIP)	MADS Debt Service	PAR /UNIT	MADS /UNIT
Multifamily 2	288	0.50	144.00	44%	\$0	\$0	\$0	\$0
School & Fire Station/Build to Rent	185	1.00	185.00	56%	\$0	\$0	\$0	\$0
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Residential District 1	473		329.00	100%	\$0	\$0		
Phase 3A&B 24'	26	0.48	12.48	8%	\$1,766,798	\$136,549	\$67,954	\$5,252
Phase 3A&B 25'	5	0.50	2.50	2%	\$353,926	\$27,354	\$70,785	\$5,471
Phase 3A&B 35'	9	0.70	6.30	4%	\$891,893	\$68,931	\$99,099	\$7,659
Phase 3A&B 45'	15	0.90	13.50	8%	\$1,911,200	\$147,709	\$127,413	\$9,847
Phase 3A&B 50'	22	1.00	22.00	14%	\$3,114,548	\$240,711	\$141,570	\$10,941
Phase 3A&B 60'	11	1.20	13.20	8%	\$1,868,729	\$144,427	\$169,884	\$13,130
Phase 3 South	55	1.00	55.00	34%	\$7,786,371	\$601,778	\$141,570	\$10,941
Phase 3 D	36	1.00	36.00	22%	\$5,096,534	\$393,891	\$141,570	\$10,941
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Residential District 2	179		160.98	100%	\$22,790,000	\$1,761,350		
Gold Coast	200	1.50	300.00	100%	\$23,490,000	\$1,815,450	\$117,450	\$9,077
Spine Road Reserve	0	2.00	-	0%	\$0	\$0	#DIV/0!	#DIV/0!
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Residential District 3	200		300.00	100%	\$23,490,000	\$1,815,450		
Marina District	300	2.00	600.00	92%	\$47,702,481	\$3,686,738	\$159,008	\$12,289
Marina Retail	40,730	0.0005	20.37	3%	\$1,619,102	\$125,134	\$40	\$3
Boat Dry Storage	62,850	0.0005	31.43	5%	\$2,498,417	\$193,093	\$40	\$3
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Residential District 4			651.79	100%	\$51,820,000			
East Side Parcels District 5	429	1.00	429.00	100%	\$28,570,000	\$2,208,063	\$66,597	\$5,147
East Side Parcels District 6	270	0.50	135.00	100%	\$19,110,000	\$1,476,937	\$70,778	\$5,470
=====	=====	=====	=====	=====	=====	=====	=====	=====
Phase 1D 24'	15	0.48	7.20	20%	\$1,132,584	\$87,533	\$75,506	\$5,836
Phase 1D 25'	19	0.50	9.50	27%	\$1,494,382	\$115,495	\$78,652	\$6,079
Phase 1D 35'	27	0.70	18.90	53%	\$2,973,034	\$229,774	\$110,112	\$8,510
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Residential District 7			35.60	100%	\$5,600,000			
Town Center South -Phase 1	76,015	0.0005	38.01	55%	\$7,849,962	\$606,693	\$103	\$8
Town Center South Phase 2	41,200	0.0005	20.60	30%	\$4,254,666	\$328,826	\$103	\$8
Town Center South Phase 3	20,000	0.0005	10.00	15%	\$2,065,372	\$159,624	\$103	\$8
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Commercial District 1			68.61	100%	\$14,170,000			
Nursing/Assisted Living	60,000	0.0005	30.00	30%	\$0	\$0	\$0	\$0
Medical /Office	140,000	0.0005	70.00	70%	\$0	\$0	\$0	\$0
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Commercial District 2			100.00	100%	\$0	\$0		
Grand Totals					\$165,550,000	\$7,261,800		

Table 11. Total Debt Allocation

LAND USE	Total Par Debt	MADS Debt Service	Volume	Par/Unit	MADS/Unit
Multifamily 2	\$4,354,110	\$316,321	288	\$15,118	\$1,098
School & Fire Station/Build to Rent	\$4,060,272	\$294,974	185	\$21,947	\$1,594
	=====	=====			
Total Residential District 1	\$8,414,383	\$611,296			
Phase 3A&B 24'	\$2,243,459	\$162,985	26	\$86,287	\$6,269
Phase 3A&B 25'	\$446,098	\$32,409	5	\$89,220	\$6,482
Phase 3A&B 35'	\$1,070,870	\$77,798	9	\$118,986	\$8,644
Phase 3A&B 45'	\$2,230,743	\$162,061	15	\$148,716	\$10,804
Phase 3A&B 50'	\$3,597,977	\$261,389	22	\$163,544	\$11,881
Phase 3A&B 60'	\$2,125,635	\$154,425	11	\$193,240	\$14,039
Phase 3 South	\$8,993,350	\$653,357	55	\$163,515	\$11,879
Phase 3 D	\$5,887,020	\$427,686	36	\$163,528	\$11,880
	=====	=====			
Total Residential District 2	\$26,595,153	\$1,932,109			

Gold Coast	\$28,570,707	\$2,075,631	200	\$142,854	\$10,378
Spine Road Reserve	\$0	\$0	-		
	=====	=====			
Total Residential District 3	\$28,570,707	\$2,075,631			
Marina District	\$56,359,344	\$4,094,445	300	\$187,864	\$13,648
Marina Retail	\$2,371,750	\$172,305	40,730	\$58	\$4
Boat Dry Storage	\$2,815,828	\$204,567	62,850	\$45	\$3
	=====	=====			
Total Residential District 4	\$61,546,922	\$4,471,317			
East Side Parcels District 5	\$37,987,303	\$2,759,736	429	\$88,548	\$6,433
East Side Parcels District 6	\$24,104,830	\$1,751,190	270	\$89,277	\$6,486
Phase 1D 24'	\$1,408,623	\$102,335	15	\$93,908	\$6,822
Phase 1D 25'	\$1,845,274	\$134,057	19	\$97,120	\$7,056
Phase 1D 35'	\$3,509,965	\$254,995	27	\$129,999	\$9,444

	=====	=====			
Total Residential District 7	\$6,763,862	\$491,387			
Town Center South -Phase 1	\$9,255,175	\$672,378	76,015	\$122	\$8.85
Town Center South Phase 2	\$5,016,906	\$364,473	41,200	\$122	\$8.85
Town Center South Phase 3	\$2,435,654	\$176,948	20,000	\$122	\$8.85
	=====	=====			
Total Commercial District 1	\$16,707,736	\$1,213,799			
Nursing/Assisted Living	\$398,417	\$28,945	60,000	\$7	\$0.48
Medical /Office	\$2,491,568	\$181,010	140,000	\$18	\$1.29
	=====	=====			
Total Commercial District 2	\$2,889,985	\$209,954			
	=====	=====			
Grand Totals	\$213,580,881	\$15,516,418			

3.3 True-Up Mechanism

Although the Districts do not process plats, they do have important roles to play during the course of development. Whenever a parcel's land use and development density and intensity is determined with sufficient certainty, the Districts must allocate a portion of its debt to the parcel according to the procedures outlined in Section 3.2 above. In addition, the Districts must also prevent any buildup of debt on land that has not yet been developed. Otherwise, the land could be fully subdivided without all of the debt being allocated.

To preclude this, a True-Up test is conducted when development thresholds are reached within the Districts. As long as the development at these thresholds does not cause the debt on the remaining land to increase above Ceiling Level, then no further action is necessary. However, if the debt on the remaining land does increase, a debt reduction payment will be necessary.

The debt Ceiling Level is established at the time each series of bonds is issued. For example, assume the Districts issue \$20,000,000 of bonds in 2026 to fund master infrastructure. The Ceiling Level would be set when the Series 2026 Bonds are issued by dividing \$20,000,000 by 538 acres resulting in a Ceiling Level of \$37,177. At the time of each future debt issuance, the Ceiling Level is recalculated by dividing the total amount of debt remaining on the unsold/unplatted property by the number of remaining acres remaining unsold/unplatted. The True-Up tests are conducted when 25%, 50%, 75%, and 90% of the acreage within the Districts have been developed.

4.0 Assessment Roll

The assessment roll and the District's lien book is too voluminous to include in this Methodology report. It is maintained in accordance with this Methodology by the District Manager.

EXHIBIT 7

SWEETBAY CDD ENGINEER'S REPORT

Prepared for:

**SweetBay Residential Community
Development Districts 1-7 and the
SweetBay Commercial Community
Development Districts 1-2**

**3204 Heartleaf Avenue East
Panama City, FL 32405**

Prepared By:



JANUARY 2026

DEWBERRY
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
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SweetBay CDD

INTRODUCTION

The SweetBay Community Development District (the "District" or "CDD") is a parcel of both improved and unimproved property containing approximately 538 +/- acres. All the land in the proposed district is in the municipal boundaries of Panama City, Florida. A map showing the general location of the project and an aerial photograph is attached in Exhibit 1.

The Master Developer ("Developer") St. Andrew Bay Land Company is based in Panama City, Florida. The Development is approved as a Planned Unit Development (PUD) for mixed use and is divided into multiple phases. A land use summary is presented in Table 1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the city, county, state, and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan (CIP) or this Engineer's Report reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation of each phase. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1

	Area	Count
Recreation and Open Space	Minimum 15%	
Residential Land (Single-Family Townhomes Lots and Multi-Family)	Maximum 70%	2,405 Units
Grocery (Publix)		50,487 SF
Retail		119,993 SF
Office/Medical		207,465 SF
Dry Boat Storage		62,850 SF
Total		440,795 SF

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes, but is not limited, to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

All storm drainage collection systems and stormwater ponds outside of the right of way within the development will be maintained by the District. All roadways, sidewalks, water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) within the right of way will be dedicated to the City of Panama City for ownership and maintenance upon completion.

PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for a portion of the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

THE DEVELOPMENT

The development will consist of approximately 2,405 residential units and associated infrastructure. The development is a planned residential community located east of Frankford Avenue, North of Highway 390, and south of St. Andrews Bay, consisting of 538 acres. The District is located within the City of Panama City in Bay County, Florida. The land uses and zoning for the development are UC – Urban Community and PUD - Planned unit Development respectively. The development is anticipated to be constructed in 10 phases to be determined.

CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide roadway improvements, sidewalks, drainage conveyance, water, and sewer facilities including lift stations, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District.

As a part of the recreational component of the CIP, there are conservation areas that can serve as passive parks within the development that are available to the public for utilization of the facilities. The recreational areas will have connectivity via sidewalks and boardwalks to the other portions of the District. The recreational areas will be accessed by the public roadways and sidewalks.

CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

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Stormwater Management Facilities

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed storm ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet detention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the **District's stormwater treatment systems** are regulated by the city, the county, and FDEP. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Nos. 12005C0330J, 12005C00331J, 12005C0329J, and 12005C0333J demonstrates that the property is located within Flood Zones VE, AE, A and X. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections will have various widths based on the approved PUD. These widths will range from 60ft wide for 4-lane principal arterial roads to 24ft for 2-lane local roads. The proposed roadway section will consist of stabilized subgrade, graded aggregate base and asphalt type roadway wearing surface. The proposed PUD include four (4) different types of curb and gutter configurations. **These configurations include a 24" Roll Type Curb, 18" Modified Type F, 18" Drop Curb, and 18" Header Curb.** These curbs are placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement, and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable drinking water system inclusive of a water mains, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be the City of Panama City. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District. The location of the proposed major water facilities can be seen in Exhibit 4.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals

will branch off from these sewer lines to serve the individual lots. Multiple lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will pump to an existing force main that will connect to the **City of Panama City's St. Andrews Wastewater** treatment facility. The location of the proposed major wastewater facilities can be seen in Exhibit 5.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances as well as utility improvements along Frankford Avenue. Upon completion of each phase, the improvements will be through the required inspections as well as final certifications of completions will be obtained from FDEP (Stormwater), City of Panama City (water and wastewater), and FDEP (water and wastewater).

Recreation and Open Spaces

Current plans are that the District will provide funding for a marina bulkhead, marina promenade, parks, accessible greenways along the bay, and an extensive open-space network. The open space system will connect the surrounding context with greenways and flow-ways, helping to create continuity and enhance quality of regional ecological and hydrological systems. A network of bicycle pedestrian, and/or multi-use facilities will interconnect the open space network.

Electric Utilities and Lighting

The electric distribution system thru the District is currently planned to be underground, The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by Florida Power and Light (FPL). Electric facilities will be owned and maintained by FPL after the dedication, with FPL providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be owned, operated, and maintained by FPL after the dedication, with the District funding maintenance services.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

Permitting

Construction permits for all phases are required and include the FDEP ERP, City of Panama City Development Order, FDEP Water, FDEP Wastewater, and county construction plan approval.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District:

Phase 1	
Permits/Approvals	Approval/Expected Date
Zoning Approval	Planned Unit Development (PUD)
FDEP Conceptual ERP	Approved
ACOE 404	Approved
Preliminary Plat	To be obtained

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FDEP ERP	To be obtained
City of Panama City Development Order	To be obtained
FDEP Wastewater General Permit	To be obtained
FDEP Water Distribution General Permit	To be obtained
FDEP NOI	To be obtained

RECOMMENDATION

As previously explained within this report, the public infrastructure, as described, is necessary for the development and functional operation as required by the City. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of the City of Panama City and the FDEP. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs for this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current FDEP and City of Panama City regulations.

REPORT MODIFICATION

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

ENGINEER'S CERTIFICATION

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar

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projects and basis in the county and city. However; labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the SweetBay Community Development District.

Jonathan Sklarski, P.E.
Florida License No. 67361`

Exhibit 1

Location Map

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LEGEND

- SWEETBAY CDD
- PARCELS

EB# 0008794

 **Dewberry**

203 Aberdeen Parkway, Panama City, FL 32405
850.522.0644 | Dewberry.com

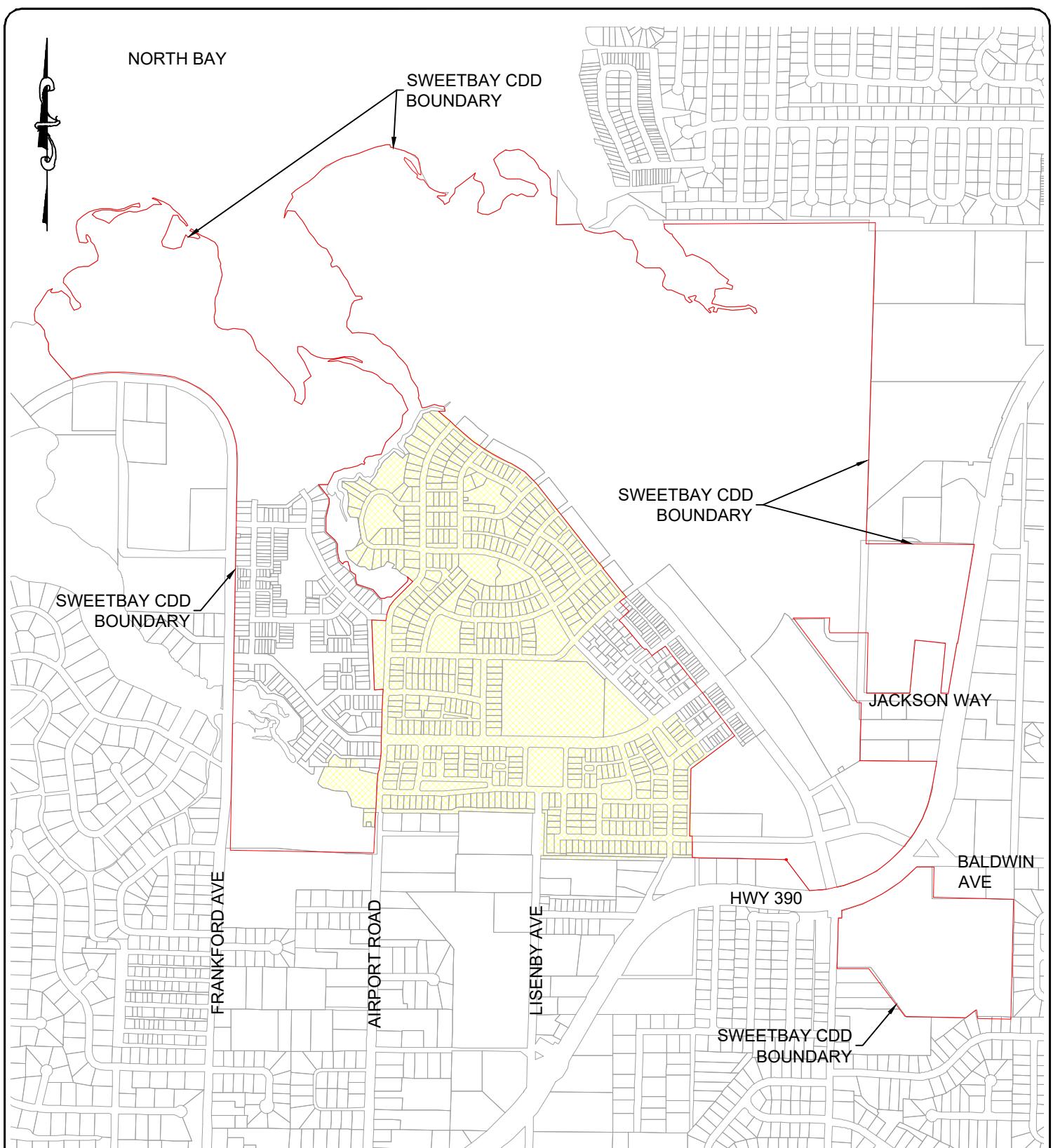
EXHIBIT 1
LOCATION MAP
SWEETBAY CDD

DATE: DEC. 2025	PROJECT NO. 1
SCALE: 1"=1,000'	
DRAWN: BWR	
CHECKED: JMS	

Exhibit 2

Boundary Map

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EB# 0008794

 **Dewberry**

203 Aberdeen Parkway, Panama City, FL 32405
850.522.0644 | Dewberry.com

EXHIBIT 2
DISTRICT BOUNDARY
SWEETBAY CDD

DATE: DEC. 2025	PROJECT NO.
SCALE: 1"=1,000'	1
DRAWN: BWR	SHEET
CHECKED: JMS	1

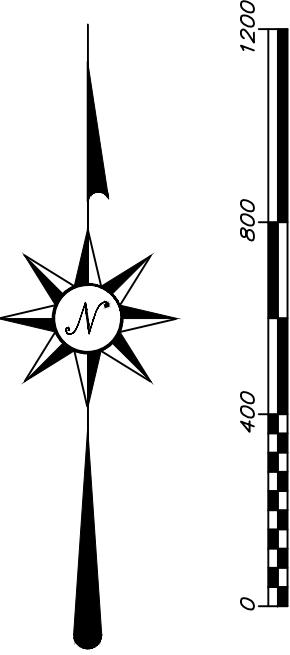
Exhibit 3

Metes and Bounds Description

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SWEETBAY COMMUNITY DEVELOPMENT DISTRICT

CITY OF PANAMA — BAY COUNTY — FLORIDA



APPARENT STREET ADDRESS: STATE ROAD 390

TYPE OF SURVEY SKETCH OF DESCRIPTION REVISED
 SURVEYED VISIBLE AS SHOWN REVIS
 IMPROVEMENTS SOURCE OF INFORMATION LEGAL DESCRIPTION FURNISHED BY CLIENT
 BEARING REFERENCE SEE SURVEYOR NOTE 5
 ELEVATION REFERENCE N/A

GULF Surveying & Mapping, LLC
 703 E Highway 90 SUITE B
 Bonifay, FLORIDA 32425
 Phone (850) 768-3980
 www.gulfsurveying&mapping.com
 LICENSE No. LB 8568

GULF
SURVEYING & MAPPING

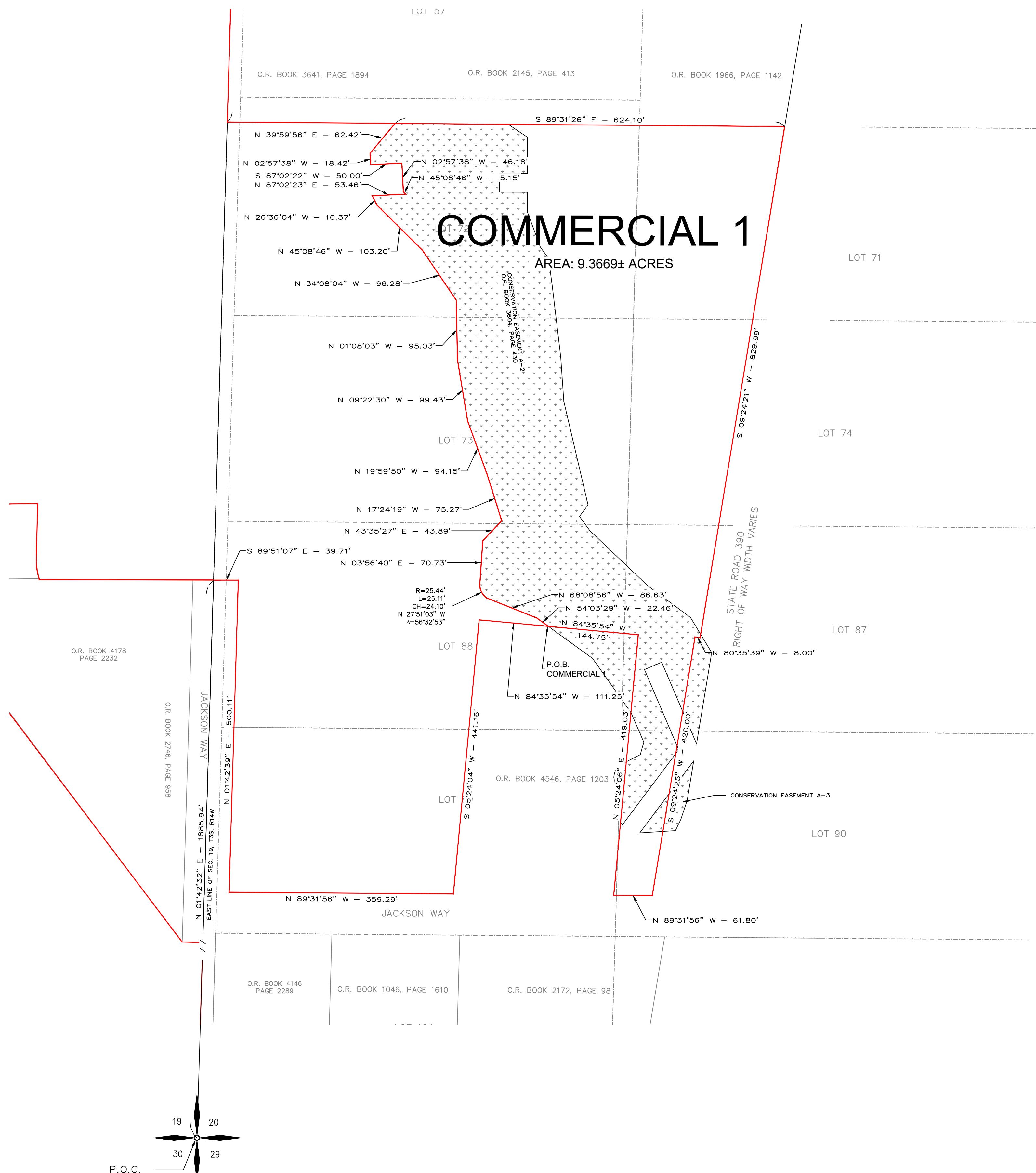
JOB NO.
 46-25-2097
 FILE NO.
 25-2097-BNDY

SYMBOLS & ABBREVIATIONS

FD.	FOUND
COR.	CORNER
NO.	NUMBER
MON.	MONUMENT
F.B.	FIELD BOOK
EFB	ELECTRIC FIELD BOOK
O.R.B.	OFFICIAL RECORDS BOOK
P.G.	PAGE
P.F.	BUILDING
P.F.	FINISHED
CON.	FLOOR
CONC.	CONCRETE
CON.	OVERHEAD UTILITIES
C.R.	COUNTY ROAD
S.R.	STATE ROAD
R.R.	RAILROAD
C.P.P.	CORRUGATED PLASTIC PIPE
P.V.C.	POLYVINYL CHLORIDE
R.C.P.	REINFORCED CONCRETE PIPE
E.R.C.P.	ELLiptical REFORCED
CONCRETE PIPE	CONCRETE PIPE
SPOT ELEVATION	SPOT ELEVATION
+24.54	PIPE CONTINUES OUTSIDE THE SURVEY'S SCOPE
~	THE SURVEY'S SCOPE
RIGHT-ARC RADIUS	SANITARY SEWER LATERAL
RIGHT-ARC LENGTH	POTABLE WATER SERVICE
DELTA/CENTRAL ANGLE	REUSE WATER SERVICE
CHORD	FIRE HYDRANT
THROAT	BACKFLOW PREVENTER
BOTTOM	CLEAN OUT
CH	
ORF.	
THRT.	
BTM.	
INV.	
EL.	
WL.	
RL.	
FM.	
LF.	

SHEET 1 OF 19 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

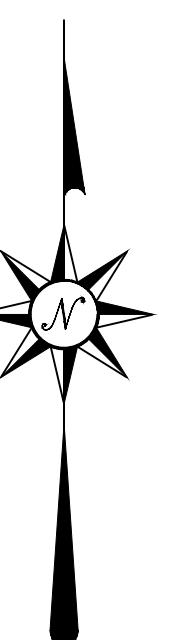


DESCRIPTION:

COMMERCIAL 1

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19(NORTHWEST CORNER OF SECTION 29), TOWNSHIP 3 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 01°42'32" EAST ALONG THE EAST LINE OF SAID SECTION 19, FOR A DISTANCE OF 1885.94 FEET; THENCE SOUTH 89°51'07" EAST FOR A DISTANCE OF 39.71 FEET; THENCE SOUTH 01°42'39" WEST FOR A DISTANCE OF 500.11 FEET; THENCE SOUTH 89°31'56" EAST FOR A DISTANCE OF 359.29 FEET; THENCE NORTH 05°24'04" EAST FOR A DISTANCE OF 441.16 FEET; THENCE SOUTH 84°35'54" EAST FOR A DISTANCE OF 111.25 FEET TO THE WESTERLY LINE OF CONSERVATION EASEMENT "A2" AS RECORDED IN OFFICIAL RECORDS BOOK 3604 PAGE 430 OF THE PUBLIC RECORDS OF BAY COUNTY FLORIDA AND TO THE POINT OF BEGINNING; THENCE ALONG SAID CONSERVATION EASEMENT THE FOLLOWING 18 CALLS; THENCE NORTH 54°03'29" WEST FOR A DISTANCE OF 22.46 FEET; THENCE NORTH 68°08'56" WEST FOR A DISTANCE OF 86.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.44 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°32'53" AN ARC LENGTH OF 25.11 FEET (CHORD NORTH 27°51'03" WEST, FOR 24.10 FEET); THENCE NORTH 3°56'40" EAST FOR A DISTANCE OF 70.73 FEET; THENCE NORTH 43°35'27" EAST FOR A DISTANCE OF 43.89 FEET; THENCE NORTH 17°24'19" WEST FOR A DISTANCE OF 75.27 FEET; THENCE NORTH 19°59'50" WEST FOR A DISTANCE OF 94.15 FEET; THENCE NORTH 92°24'30" WEST FOR A DISTANCE OF 99.43 FEET; THENCE NORTH 10°08'03" WEST FOR A DISTANCE OF 95.03 FEET; THENCE NORTH 34°08'04" WEST FOR A DISTANCE OF 96.28 FEET; THENCE NORTH 45°08'46" WEST FOR A DISTANCE OF 103.20 FEET; THENCE NORTH 26°36'04" WEST FOR A DISTANCE OF 16.37 FEET; THENCE NORTH 87°02'23" EAST FOR A DISTANCE OF 53.46 FEET; THENCE NORTH 45°08'46" WEST FOR A DISTANCE OF 5.15 FEET; THENCE NORTH 25°37'38" WEST FOR A DISTANCE OF 46.18 FEET; THENCE SOUTH 87°02'22" WEST FOR A DISTANCE OF 61.80 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 89°31'26" EAST FOR A DISTANCE OF 624.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 390; THENCE SOUTH 92°24'21" WEST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 829.99 FEET; THENCE NORTH 80°35'39" WEST FOR A DISTANCE OF 8.00 FEET; THENCE SOUTH 9°24'25" WEST FOR A DISTANCE OF 420.00 FEET TO THE NORTHERLY RIGHT OF WAY OF JACKSON WAY; THENCE NORTH 89°31'56" WEST ALONG NORTHERLY RIGHT OF WAY FOR A DISTANCE OF 61.80 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY NORTH 5°24'06" EAST FOR A DISTANCE OF 419.03 FEET; THENCE NORTH 84°35'54" WEST FOR A DISTANCE OF 144.75 FEET TO THE POINT OF BEGINNING.

SUBJECT TO CONSERVATION EASEMENTS A-2, AND A-3 AS RECORDED IN OFFICIAL RECORDS BOOK 3604, PAGE 430 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.



0 100 200 300

GULF SURVEYING & MAPPING



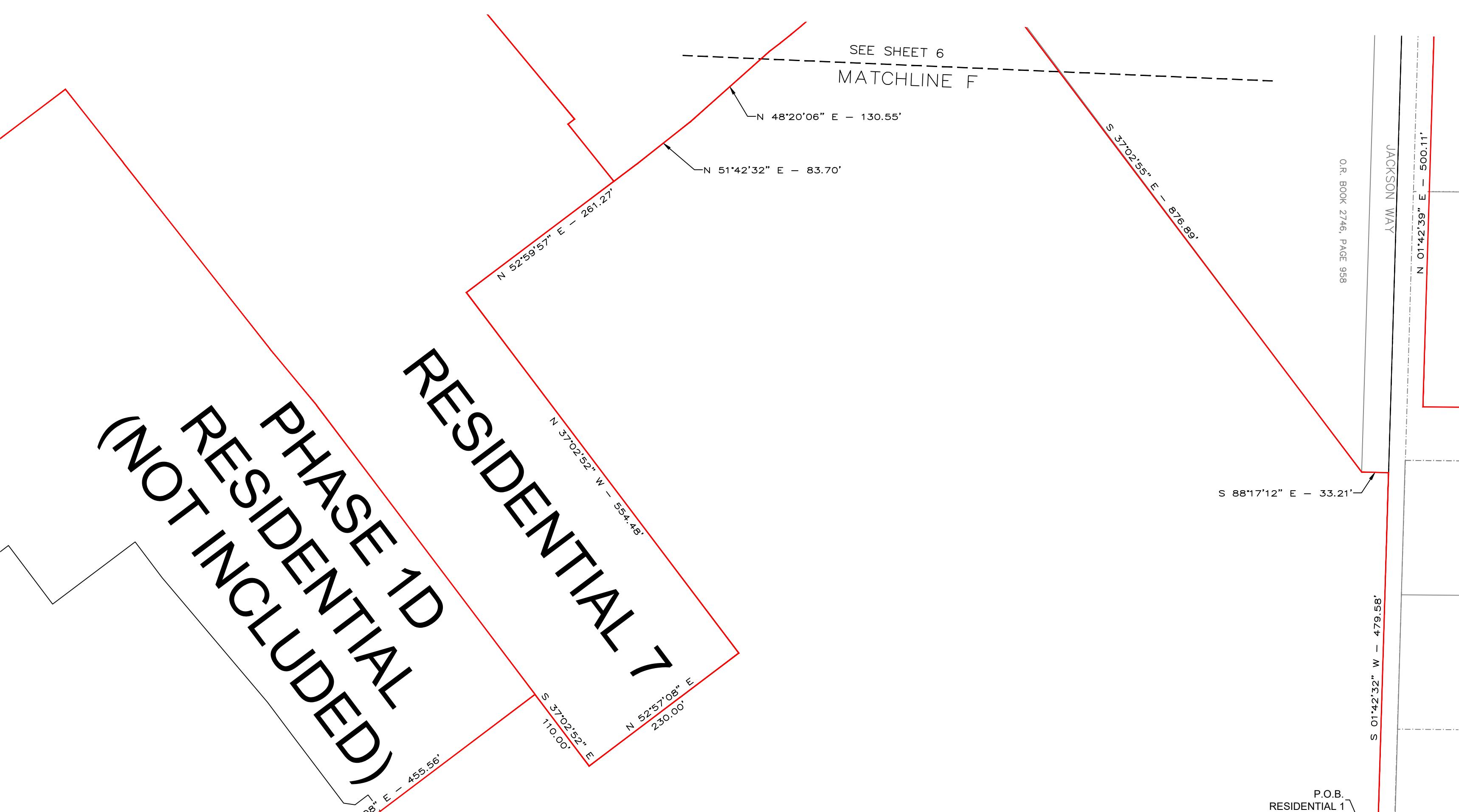
JOB NO.
46-25-2097

FILE NO.
25-2097-BNDY

APPARENT STREET ADDRESS: STATE ROAD 390

TYPE OF SURVEY	SKETCH OF DESCRIPTION	REVISED
SURVEYED	VISIBLE AS SHOWN	
IMPROVEMENTS	LEGAL DESCRIPTION FURNISHED BY CLIENT	
SOURCE OF INFORMATION	SEE SURVEYOR NOTE 5	
BEARING REFERENCE	N/A	
ELEVATION REFERENCE	N/A	

RESIDENTIAL 1
 PHASE 1
 RESIDENTIAL
 (NOT INCLUDED)



RESIDENTIAL 1

AREA: 62.8912± ACRES

SWEETBAY APARTMENTS
 O.R. BOOK 4403, PAGE 327

P.O.C.
 RESIDENTIAL 1
 SE CORNER SEC. 19,
 (NW CORNER SEC. 29),
 T3S, R14W, BAY COUNTY, FLORIDA

SOUTH LINE SEC. 19, T3S, R14W

19 20

30 29

31 30

32 31

33 32

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195 194

DESCRIPTION:
SEE SHEET 8 FOR DESCRIPTION

RESIDENTIAL 3

FRANKFORD AVENUE

P.O.B.
RESIDENTIAL 3

N 01°02'40" E - 3044.39'

CONSERVATION EASEMENT N
O.R. BOOK 3604, PAGE 430

**PHASE 2
RESIDENTIAL
(NOT INCLUDED)**

RESIDENTIAL 2

AREA: $85.0844\pm$ ACRES

N 01°02'40" E - 3044.39'

L237 L238 L239 L240 L241 L242 L243 L244 L245 L246 L247 L248 L249 L250 L251 L252 L253 L254 L255 L256 L257 L258 L259 L260 L261 L262 L263 L264 L265 L266 L267 L268 L269 L270 L271 L272 L273 L274 L275 L276 L277 L278 L279 L280 L281 L282 L283 L284 L285 L286 L287 L288 L289 L290 L291 L292 L293 L294 L295 L296 L297 L300 L301 L302 L303 L304 L305 L306 L307 L308 L309 L310 L311 L312 L313 L314 L315 L316 L317 L318 L319 L320 L321 L322 L323

CONSERVATION EASEMENT K
O.R. BOOK 3604, PAGE 430

CONSERVATION EASEMENT H
O.R. BOOK 3604, PAGE 430

R=24.50' L=58.02' CH=34.35' N. 024'52" E. 88°35'44" S. 44°49'39" E. 183.97' W. 214.02'

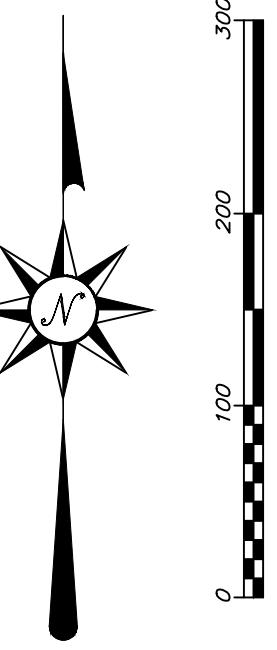
R=250.00' L=187.46' CH=183.10' S. 23°20'47" W. 42°57'45"

N 88°39'25" W 114.77'

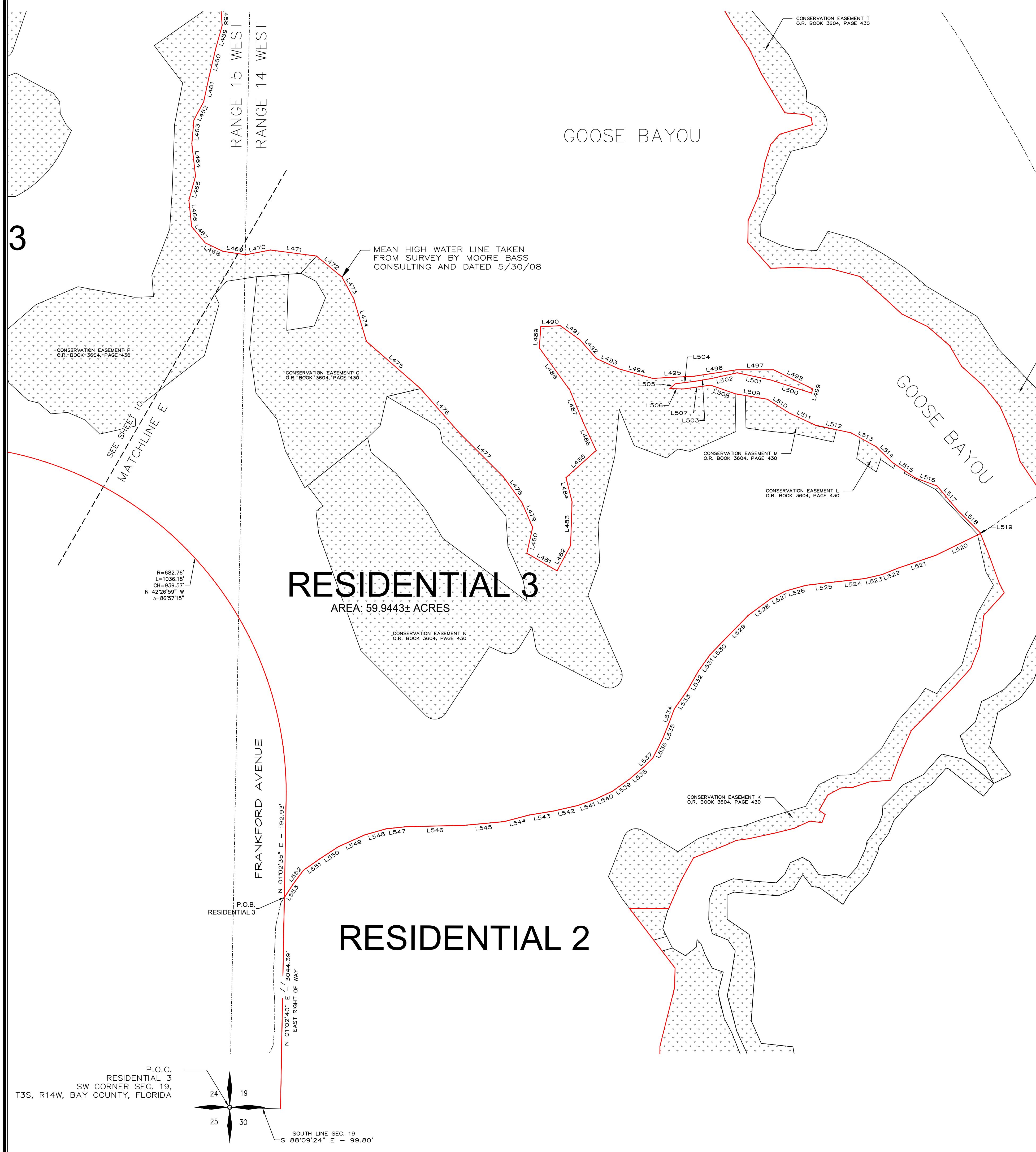
SEE SHEET 8
MATCHLINE D

Parcel Line Table		
Line #	Direction	Length
L236	N 33°17'32" E	32.75'
L237	N 36°51'32" E	32.55'
L238	N 55°01'34" E	39.72'
L239	N 57°04'26" E	43.96'
L240	N 65°56'18" E	55.86'
L241	N 74°14'42" E	43.97'
L242	N 83°59'56" E	41.45'
L243	N 88°51'02" E	108.52'
L244	N 84°40'04" E	81.73'
L245	N 75°22'08" E	51.59'
L246	N 80°45'53" E	47.27'
L247	N 77°11'14" E	48.96'
L248	N 70°29'56" E	35.70'
L249	N 64°53'06" E	38.33'
L250	N 54°38'55" E	41.26'
L251	N 49°33'37" E	38.50'
L252	N 45°01'16" E	23.01'
L253	N 27°11'46" E	42.72'
L254	N 21°48'17" E	35.07'
L255	N 20°33'19" E	27.80'
L256	N 35°13'25" E	45.17'
L257	N 29°43'21" E	43.73'
L258	N 35°24'48" E	38.19'
L259	N 43°50'44" E	36.78'
L260	N 44°21'38" E	71.89'
L261	N 53°40'36" E	54.95'
L262	N 62°20'40" E	30.86'
L263	N 74°17'36" E	43.29'
L264	N 83°25'51" E	68.15'
L265	N 83°38'59" E	47.17'
L266	N 77°00'51" E	34.74'
L267	N 68°09'48" E	35.06'
L268	N 71°16'40" E	77.00'
L269	N 64°04'00" E	98.04'
L270	S 21°39'34" E	44.89'
L271	S 20°02'20" E	58.52'
L272	S 26°54'05" E	22.24'
L273	S 42°16'41" W	59.68'
L274	S 8°06'42" W	61.60'
L275	S 21°38'10" W	46.51'
L276	S 42°15'22" W	46.23'
L277	S 44°06'35" W	70.22'
L278	S 44°41'25" W	51.49'
L279	S 24°08'25" W	56.51'
L280	S 20°44'27" W	49.63'
L281	S 85°27'59" W	42.01'

Parcel Line Table		
Line #	Direction	Length
L282	S 72°01'29" W	35.18'
L283	S 87°40'51" W	22.10'
L284	S 62°02'20" W	29.23'
L285	S 30°18'11" W	34.81'
L286	S 54°54'07" E	14.63'
L287	S 21°26'49" W	17.09'
L288	N 83°11'02" W	23.94'
L289	S 65°29'05" W	34.28'
L290	S 76°14'12" W	40.07'
L291	S 77°49'45" W	51.82'
L292	S 82°38'14" W	23.61'
L293	S 65°53'32" W	22.49'
L294	S 68°24'28" W	35.59'
L295	S 68°27'46" W	32.73'
L296	S 28°56'12" W	51.35'
L297	S 23°40'33" W	59.60'
L298	N 90°00'00" W	76.71'
L299	S 37°20'50" E	147.06'
L300	S 1°22'29" W	38.59'
L301	S 14°05'42" W	118.22'
L302	S 0°37'23" W	120.55'
L303	S 49°44'47" E	95.80'
L304	S 31°58'20" E	39.06'
L305	S 1°14'22" E	60.88'
L306	S 12°02'05" E	82.90'
L307	S 40°03'50" E	38.38'
L308	N 37°33'58" E	22.99'
L309	N 73°25'21" E	24.18'
L310	S 43°19'49" E	10.71'
L311	S 16°34'39" E	29.38'
L312	S 50°52'21" E	10.23'
L313	S 7°27'22" E	36.37'
L314	S 50°52'21" E	32.11'
L315	S 63°39'35" E	14.16'
L316	S 21°02'45" E	8.75'
L317	S 5°23'13" E	33.30'
L318	S 13°29'44" E	44.39'
L319	S 70°36'48" E	142.37'
L320	S 41°26'09" E	92.49'
L321	S 88°40'37" E	34.03'
L322	N 53°59'31" E	23.29'
L323	S 85°56'45" E	37.47'
L324	S 50°27'16" E	59.29'



APPARENT STREET ADDRESS: STATE ROAD 390



DESCRIPTION:
SEE SHEET 11 FOR DESCRIPTION

Parcel Line Table

Line #	Direction	Length
L458	S 3°41'31" E	33.91'
L459	S 15°37'28" W	44.08'
L460	S 13°24'36" W	56.81'
L461	S 12°12'00" W	53.17'
L462	S 28°19'15" W	40.36'
L463	S 5°01'56" W	46.40'
L464	S 6°27'35" E	64.58'
L465	S 15°29'26" W	48.63'
L466	S 5°53'00" E	51.96'
L467	S 39°30'51" E	41.32'
L468	S 64°17'58" E	38.78'
L469	S 81°24'15" E	45.59'
L470	N 79°05'57" E	49.47'
L471	S 82°29'48" E	91.03'
L472	S 50°28'30" E	65.03'
L473	S 28°18'15" E	48.92'
L474	S 16°32'00" E	86.47'
L475	S 48°50'56" E	141.18'
L476	S 41°17'23" E	114.48'
L477	S 45°00'06" E	123.68'
L478	S 35°39'35" E	62.51'
L479	S 23°10'28" E	52.45'
L480	S 12°47'57" W	51.74'
L481	S 59°42'52" E	68.78'
L482	N 27°59'20" E	56.52'
L483	N 1°57'48" E	85.29'
L484	N 13°57'37" W	49.40'
L485	N 48°05'09" E	79.52'
L486	N 24°43'44" W	62.71'
L487	N 22°20'46" W	66.04'
L488	N 35°47'27" W	102.87'
L489	N 3°50'20" E	41.87'
L490	N 87°39'24" E	38.58'
L491	S 54°16'44" E	47.65'
L492	S 41°03'44" E	48.30'
L493	S 65°30'12" E	49.38'
L494	S 74°13'24" E	68.00'
L495	N 87°06'44" E	80.19'
L496	N 81°29'34" E	86.40'
L497	S 89°56'46" E	72.61'

Parcel Line Table

Line #	Direction	Length
L498	S 6°34'03" E	85.36'
L499	S 18°05'17" W	8.36'
L500	N 72°07'58" W	82.48'
L501	N 77°47'40" W	68.66'
L502	S 77°33'21" W	53.85'
L503	S 80°33'03" W	32.24'
L504	S 82°50'05" W	37.70'
L505	S 48°33'41" W	14.08'
L506	S 88°03'25" E	25.91'
L507	N 82°08'05" E	54.69'
L508	S 70°42'55" E	50.95'
L509	S 80°16'30" E	64.17'
L510	S 57°45'54" E	49.54'
L511	S 64°55'20" E	57.08'
L512	S 77°46'49" E	72.75'
L513	S 61°00'31" E	55.89'
L514	S 45°41'38" E	44.01'
L515	S 56°10'51" E	55.20'
L516	S 69°40'43" E	45.17'
L517	S 40°02'23" E	60.86'
L518	S 45°10'41" E	63.48'
L519	S 21°39'34" E	2.13'
L520	S 64°04'00" W	98.04'
L521	S 71°16'40" W	77.00'
L522	S 68°09'48" W	35.06'
L523	S 77°00'51" W	34.74'
L524	S 83°38'59" W	47.17'
L525	S 82°25'51" W	68.15'
L526	S 74°17'36" W	43.29'
L527	S 62°20'40" W	30.86'
L528	S 53°40'36" W	54.95'
L529	S 44°21'38" W	71.89'
L530	S 43°50'44" W	36.78'
L531	S 35°24'48" W	38.19'
L532	S 29°43'21" W	43.73'
L533	S 35°13'25" W	45.17'
L534	S 20°33'19" W	27.80'
L535	S 21°48'17" W	35.07'
L536	S 27°11'46" W	42.72'
L537	S 45°01'16" W	23.01'

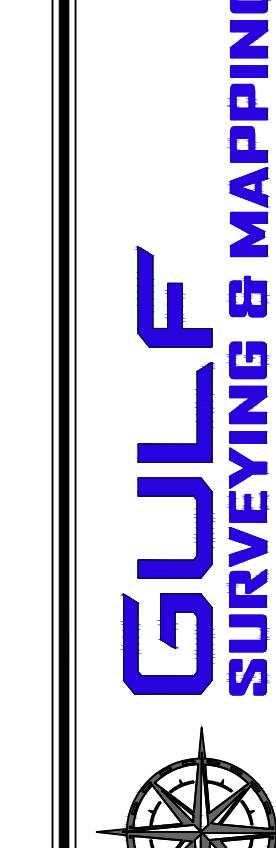
Parcel Line Table

Line #	Direction	Length
L538	S 49°33'37" W	38.50'
L539	S 54°38'53" W	41.26'
L540	S 64°53'06" W	38.33'
L541	S 70°29'56" W	35.70'
L542	S 77°11'14" W	48.96'
L543	S 80°45'53" W	47.27'
L544	S 75°22'08" W	51.59'
L545	S 84°40'04" W	81.73'
L546	S 88°51'02" W	108.52'
L547	S 83°59'56" W	41.45'
L548	S 74°14'42" W	43.97'
L549	S 65°56'18" W	55.86'
L550	S 57°04'26" W	43.96'
L551	S 55°01'34" W	39.72'
L552	S 36°51'32" W	32.55'
L553	S 33°17'32" W	32.75'

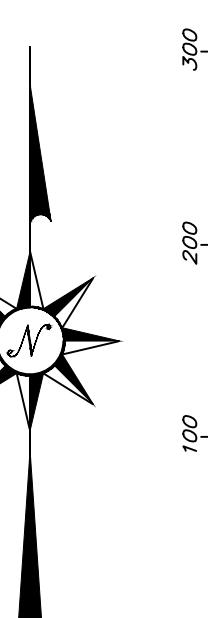
APPARENT STREET ADDRESS: STATE ROAD 390

TYPE OF SURVEY SKETCH OF DESCRIPTION REVISED
SURVEYED VISIBLE AS SHOWN
IMPROVEMENTS LEGAL DESCRIPTION FURNISHED BY CLIENT
SOURCE OF INFORMATION SEE SURVEYOR NOTE 5
BEARING REFERENCE N/A
ELEVATION REFERENCE N/A

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LICENSE No. LB 8568

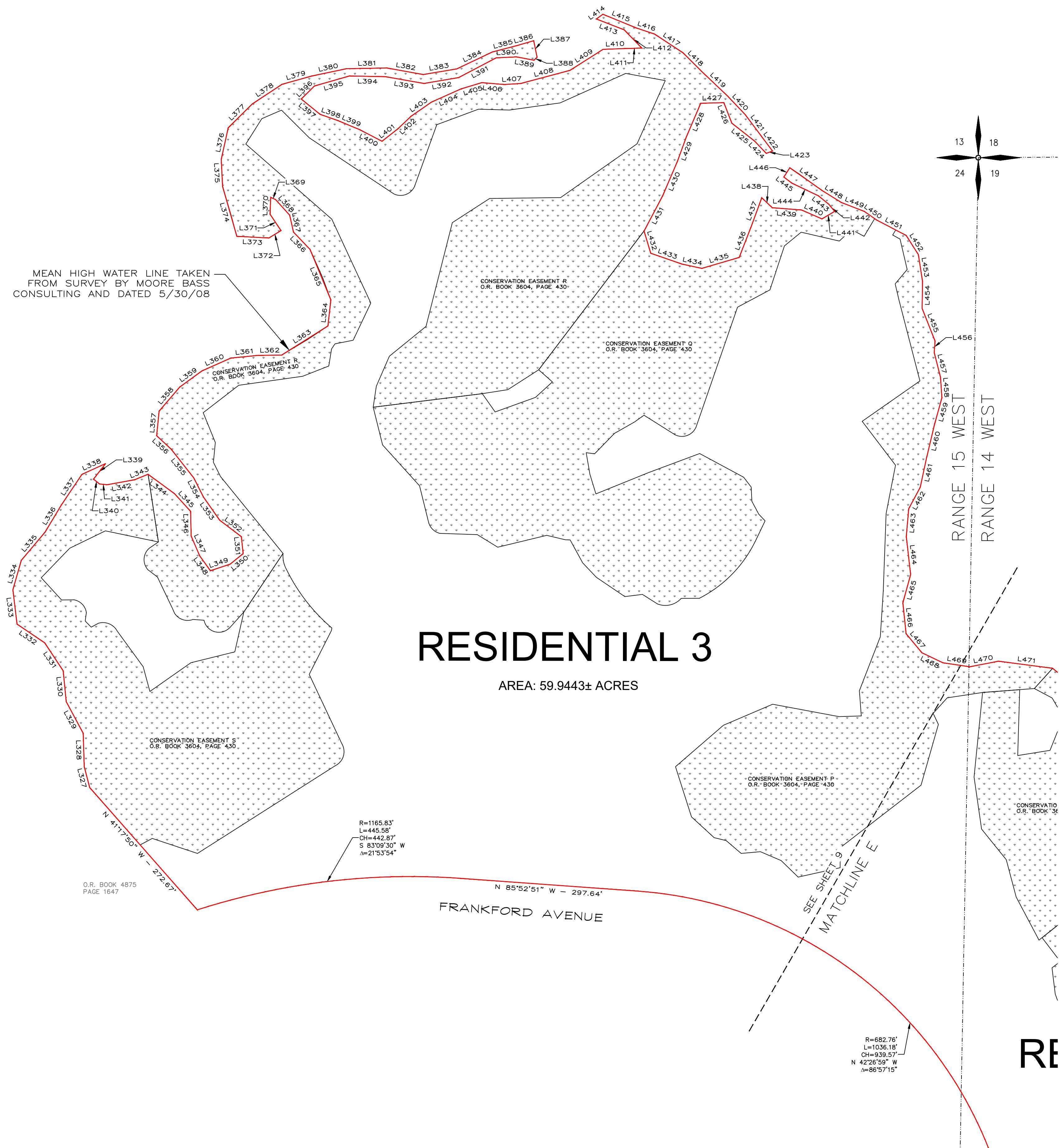


JOB NO.
46-25-2097
FILE NO.
25-2097-BNDY



300
200
100
0

SHEET 9 OF 19 SHEETS
EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



DESCRIPTION:
SEE SHEET 11 FOR DESCRIPTION

Parcel Line Table

Line #	Direction	Length
L327	N 14°26'55" W	36.19'
L328	N 1°44'07" W	55.33'
L329	N 28°06'54" W	60.46'
L330	N 5°33'03" W	51.42'
L331	N 33°19'04" W	55.98'
L332	N 55°49'38" W	56.23'
L333	N 6°45'56" W	58.02'
L334	N 16°02'24" E	51.10'
L335	N 40°13'50" E	60.56'
L336	N 31°06'11" E	55.53'
L337	N 33°55'43" E	60.24'
L338	N 65°36'05" E	43.25'
L339	S 37°51'25" W	32.85'
L340	S 50°56'44" E	12.94'
L341	S 84°45'32" E	12.86'
L342	N 79°48'55" E	46.31'
L343	N 67°57'33" E	24.67'
L344	S 53°37'47" E	55.21'
L345	S 42°10'06" E	39.70'
L346	S 1°08'14" E	40.76'
L347	S 23°01'53" E	36.07'
L348	S 35°41'28" E	31.00'
L349	N 71°42'05" E	34.62'
L350	N 51°12'28" E	28.06'
L351	N 5°45'20" W	28.52'
L352	N 52°39'07" W	46.02'
L353	N 34°51'25" W	47.72'
L354	N 26°38'17" W	34.45'
L355	N 38°04'22" W	61.18'
L356	N 47°02'37" W	33.82'
L357	N 55°33'33" E	41.36'
L358	N 40°40'15" E	53.32'
L359	N 54°08'08" E	45.92'
L360	N 66°06'00" E	52.54'
L361	N 84°21'17" E	45.96'
L362	N 89°23'28" E	38.94'
L363	N 57°51'47" E	91.43'
L364	N 6°35'36" E	43.87'
L365	N 22°20'03" W	91.17'
L366	N 43°35'51" W	40.56'

Parcel Line Table

Line #	Direction	Length
L367	N 12°27'52" W	28.73'
L368	N 41°56'41" W	35.04'
L369	N 64°45'37" W	9.17'
L370	S 2°31'29" W	28.02'
L371	S 33°29'21" E	33.25'
L372	S 58°53'27" W	23.73'
L373	N 86°57'53" W	53.67'
L374	N 15°51'45" E	87.13'
L375	N 2°43'37" W	45.08'
L376	N 12°32'29" E	54.09'
L377	N 45°21'49" E	57.03'
L378	N 56°38'58" E	59.30'
L379	N 74°30'08" E	52.01'
L380	N 78°08'20" E	58.81'
L381	N 88°58'38" E	67.61'
L382	S 79°39'00" E	61.38'
L383	N 80°29'19" E	56.82'
L384	N 64°37'24" E	66.43'
L385	N 75°31'02" E	40.78'
L386	N 73°53'18" E	30.65'
L387	S 11°22'21" E	28.15'
L388	S 45°45'35" W	7.14'
L389	N 79°11'53" W	29.41'
L390	S 87°33'41" W	34.09'
L391	S 62°20'40" W	71.59'
L392	S 80°26'13" W	58.54'
L393	N 79°56'43" W	64.39'
L394	N 88°41'07" W	60.61'
L395	S 74°07'27" W	61.13'
L396	S 45°35'58" W	31.23'
L397	S 50°46'49" E	40.32'
L398	S 70°26'41" E	33.75'
L399	S 67°12'35" E	38.83'
L400	S 62°25'26" E	40.83'
L401	N 52°02'08" E	32.66'
L402	N 46°36'42" E	32.10'
L403	N 55°19'49" E	41.51'
L404	N 65°59'41" E	54.27'
L405	N 73°21'30" E	35.86'
L406	S 85°04'53" E	36.95'

Parcel Line Table

Line #	Direction	Length
L407	N 86°41'00" E	27.46'
L408	N 75°09'08" E	85.52'
L409	N 57°38'58" E	66.10'
L410	N 88°01'38" E	40.35'
L411	N 88°23'47" E	24.09'
L412	N 43°41'04" E	41.97'
L413	N 68°39'50" E	41.98'
L450	S 54°51'47" E	23.88'
L451	S 62°17'22" E	56.93'
L452	S 32°18'24" E	37.96'
L453	S 84°41'41" E	45.51'
L454	S 0°50'36" W	44.77'
L455	S 21°28'42" E	59.07'
L456	S 4°26'49" W	18.70'
L457	S 14°05'04" E	43.73'
L458	S 3°41'31" E	33.91'
L459	S 15°37'28" W	44.08'
L460	S 13°24'36" W	56.81'
L461	S 12°12'00" W	53.17'
L462	S 28°19'15" W	40.36'
L463	S 5°01'56" W	46.40'
L464	S 6°27'35" E	64.58'
L465	S 15°29'26" W	48.63'
L466	S 5°53'00" E	51.96'
L467	S 39°30'51" E	41.32'
L468	S 64°17'58" E	38.78'
L469	S 81°24'15" E	45.59'
L470	N 79°05'57" E	49.47'
L471	S 82°29'48" E	91.03'

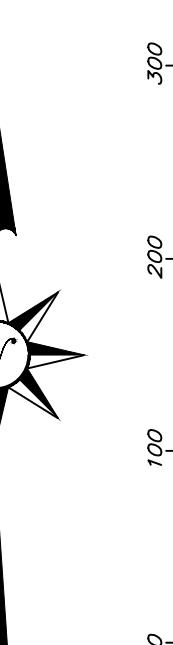
APPARENT STREET ADDRESS: STATE ROAD 390

TYPE OF SURVEY: SKETCH OF DESCRIPTION SURVEYED: 12/4/2025 REVISED
IMPROVEMENTS: VISIBLE AS SHOWN
SOURCE OF INFORMATION: LEGAL DESCRIPTION FURNISHED BY CLIENT
BEARING REFERENCE: SEE SURVEYOR NOTE 5
ELEVATION REFERENCE: N/A

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LICENCE No. LB 8568

GULF SURVEYING & MAPPING

JOB NO.
46-25-2097
FILE NO.
25-2097-BNDY



SHEET 10 OF 19 SHEETS
EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

DESCRIPTION:

RESIDENTIAL 4

COMMENCE AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 89°37'38" WEST ALONG THE NORTH LINE OF SAID SECTION 19, FOR A DISTANCE OF 3416.74 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 40°38'19" EAST FOR A DISTANCE OF 551.20 FEET; THENCE SOUTH 30°31'00" WEST FOR A DISTANCE OF 94.15 FEET TO A POINT OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'51" AN ARC LENGTH OF 222.92 FEET (CHORD: SOUTH 46°28'55" WEST, FOR 220.05 FEET); THENCE SOUTH 62°26'51" WEST FOR A DISTANCE OF 44.03 FEET TO A POINT OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°2'20" AN ARC LENGTH OF 18.86 FEET (CHORD: SOUTH 58°50'41" WEST, FOR 18.85 FEET); THENCE SOUTH 36°16'04" EAST FOR A DISTANCE OF 79.74 FEET; THENCE SOUTH 39°05'20" EAST FOR A DISTANCE OF 370.01 FEET TO A POINT OF A CURVE CONCAVE NORtherly AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°10'45" AN ARC LENGTH OF 43.71 FEET (CHORD: SOUTH 89°10'42" EAST, FOR 38.35 FEET); THENCE SOUTH 40°43'55" WEST FOR A DISTANCE OF 108.71 FEET TO A POINT; THENCE SOUTH 40°43'55" WEST FOR A DISTANCE OF 245.90 FEET TO A POINT; THENCE SOUTH 40°43'55" WEST FOR A DISTANCE OF 191.03 FEET TO A POINT OF A CURVE CONCAVE NORtherly AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°34'22" AN ARC LENGTH OF 43.45 FEET (CHORD: NORTH 89°28'54" WEST, FOR 38.18 FEET); THENCE SOUTH 2°32'26" WEST FOR A DISTANCE OF 76.46 FEET; THENCE SOUTH 0°00'59" EAST FOR A DISTANCE OF 52.68 FEET; THENCE SOUTH 40°43'58" WEST FOR A DISTANCE OF 115.10 FEET; THENCE NORTH 47°09'16" WEST FOR A DISTANCE OF 55.04 FEET; THENCE NORTH 49°06'32" WEST FOR A DISTANCE OF 130.28 FEET; THENCE NORTH 89°43'27" EAST FOR A DISTANCE OF 52.04 FEET; THENCE NORTH 44°33'35" WEST FOR A DISTANCE OF 27.03 FEET TO THE MEAN HIGH WATER LINE AS SURVEYED BY MOORE BASS AND DATED 5/30/08; THENCE ALONG SAID HIGH WATER LINE THE FOLLOWING 105 CALLS; THENCE NORTH 18°15'32" WEST FOR A DISTANCE OF 13.65 FEET; THENCE NORTH 80°48'07" WEST FOR A DISTANCE OF 44.47 FEET; THENCE NORTH 78°48'40" WEST FOR A DISTANCE OF 34.86 FEET; THENCE SOUTH 80°51'26" WEST FOR A DISTANCE OF 36.49 FEET; THENCE SOUTH 64°11'03" WEST FOR A DISTANCE OF 36.31 FEET; THENCE SOUTH 74°03'39" WEST FOR A DISTANCE OF 23.04 FEET; THENCE NORTH 65°32'07" WEST FOR A DISTANCE OF 11.96 FEET; THENCE NORTH 41°27'18" WEST FOR A DISTANCE OF 12.54 FEET; THENCE NORTH 17°09'54" WEST FOR A DISTANCE OF 39.07 FEET; THENCE NORTH 23°56'35" WEST FOR A DISTANCE OF 38.40 FEET; THENCE NORTH 29°20'58" EAST FOR A DISTANCE OF 16.65 FEET; THENCE NORTH 10°40'10" WEST FOR A DISTANCE OF 72.22 FEET; THENCE NORTH 33°59'41" WEST FOR A DISTANCE OF 87.48 FEET; THENCE NORTH 15°52'13" WEST FOR A DISTANCE OF 53.30 FEET; THENCE NORTH 23°39'29" WEST FOR A DISTANCE OF 60.47 FEET; THENCE NORTH 38°31'08" WEST FOR A DISTANCE OF 51.37 FEET; THENCE NORTH 48°11'19" WEST FOR A DISTANCE OF 58.52 FEET; THENCE NORTH 29°55'25" WEST FOR A DISTANCE OF 46.35 FEET; THENCE NORTH 48°56'50" WEST FOR A DISTANCE OF 57.17 FEET; THENCE NORTH 63°50'51" WEST FOR A DISTANCE OF 57.22 FEET; THENCE NORTH 47°23'28" WEST FOR A DISTANCE OF 54.45 FEET; THENCE NORTH 48°49'32" WEST FOR A DISTANCE OF 55.21 FEET; THENCE NORTH 74°57'24" WEST FOR A DISTANCE OF 59.54 FEET; THENCE NORTH 87°57'14" WEST FOR A DISTANCE OF 70.00 FEET; THENCE SOUTH 88°02'00" WEST FOR A DISTANCE OF 48.19 FEET; THENCE NORTH 41°42'09" WEST FOR A DISTANCE OF 67.35 FEET; THENCE NORTH 0°52'31" EAST FOR A DISTANCE OF 43.72 FEET; THENCE NORTH 23°11'41" EAST FOR A DISTANCE OF 52.48 FEET; THENCE NORTH 10°42'19" EAST FOR A DISTANCE OF 66.47 FEET; THENCE NORTH 17°52'27" EAST FOR A DISTANCE OF 37.49 FEET; THENCE NORTH 41°37'59" EAST FOR A DISTANCE OF 26.55 FEET; THENCE NORTH 73°36'09" EAST FOR A DISTANCE OF 66.74 FEET; THENCE NORTH 10°12'52" WEST FOR A DISTANCE OF 13.60 FEET; THENCE NORTH 64°31'43" WEST FOR A DISTANCE OF 15.29 FEET; THENCE NORTH 85°15'33" WEST FOR A DISTANCE OF 37.94 FEET; THENCE NORTH 31°03'52" WEST FOR A DISTANCE OF 91.49 FEET; THENCE NORTH 25°46'00" WEST FOR A DISTANCE OF 51.29 FEET; THENCE NORTH 33°54'41" WEST FOR A DISTANCE OF 58.90 FEET; THENCE NORTH 30°26'30" WEST FOR A DISTANCE OF 66.21 FEET; THENCE NORTH 48°01'06" WEST FOR A DISTANCE OF 27.29 FEET; THENCE SOUTH 71°43'42" WEST FOR A DISTANCE OF 39.99 FEET; THENCE NORTH 20°32'50" WEST FOR A DISTANCE OF 32.53 FEET; THENCE NORTH 26°31'03" EAST FOR A DISTANCE OF 30.58 FEET; THENCE NORTH 20°32'33" WEST FOR A DISTANCE OF 41.06 FEET; THENCE NORTH 33°52'20" WEST FOR A DISTANCE OF 65.11 FEET; THENCE NORTH 62°59'06" WEST FOR A DISTANCE OF 43.03 FEET; THENCE NORTH 51°53'02" WEST FOR A DISTANCE OF 40.25 FEET; THENCE NORTH 34°10'50" WEST FOR A DISTANCE OF 64.11 FEET; THENCE NORTH 38°54'29" WEST FOR A DISTANCE OF 58.98 FEET; THENCE NORTH 35°35'37" WEST FOR A DISTANCE OF 50.19 FEET; THENCE NORTH 39°49'16" WEST FOR A DISTANCE OF 42.66 FEET; THENCE NORTH 36°30'37" WEST FOR A DISTANCE OF 57.91 FEET; THENCE NORTH 85°33'26" WEST FOR A DISTANCE OF 60.44 FEET; THENCE SOUTH 24°54'08" WEST FOR A DISTANCE OF 64.18 FEET; THENCE NORTH 8°29'38" EAST FOR A DISTANCE OF 64.90 FEET; THENCE NORTH 25°53'19" EAST FOR A DISTANCE OF 51.49 FEET; THENCE NORTH 31°51'06" EAST FOR A DISTANCE OF 69.83 FEET; THENCE NORTH 14°46'52" WEST FOR A DISTANCE OF 28.43 FEET; THENCE NORTH 55°45'24" EAST FOR A DISTANCE OF 57.50 FEET; THENCE NORTH 56°49'02" EAST FOR A DISTANCE OF 56.21 FEET; THENCE NORTH 50°33'39" EAST FOR A DISTANCE OF 69.35 FEET; THENCE NORTH 44°31'16" EAST FOR A DISTANCE OF 47.57 FEET; THENCE NORTH 50°06'18" EAST FOR A DISTANCE OF 37.48 FEET; THENCE NORTH 47°15'47" EAST FOR A DISTANCE OF 40.56 FEET; THENCE NORTH 63°16'52" EAST FOR A DISTANCE OF 75.21 FEET; THENCE NORTH 63°38'38" EAST FOR A DISTANCE OF 51.45 FEET; THENCE NORTH 62°55'53" EAST FOR A DISTANCE OF 45.99 FEET; THENCE NORTH 79°41'30" EAST FOR A DISTANCE OF 69.34 FEET; THENCE NORTH 73°48'10" EAST FOR A DISTANCE OF 56.78 FEET; THENCE NORTH 66°31'58" EAST FOR A DISTANCE OF 58.73 FEET; THENCE NORTH 69°21'09" EAST FOR A DISTANCE OF 61.00 FEET; THENCE NORTH 74°39'33" EAST FOR A DISTANCE OF 54.13 FEET; THENCE NORTH 80°24'48" EAST FOR A DISTANCE OF 48.01 FEET; THENCE SOUTH 89°49'47" EAST FOR A DISTANCE OF 23.90 FEET; THENCE SOUTH 18°05'01" EAST FOR A DISTANCE OF 24.72 FEET; THENCE SOUTH 82°40'33" EAST FOR A DISTANCE OF 27.78 FEET; THENCE SOUTH 73°34'12" EAST FOR A DISTANCE OF 85.52 FEET; THENCE SOUTH 68°08'11" EAST FOR A DISTANCE OF 34.08 FEET; THENCE SOUTH 68°38'28" EAST FOR A DISTANCE OF 61.73 FEET; THENCE SOUTH 42°26'12" EAST FOR A DISTANCE OF 41.00 FEET; THENCE SOUTH 14°08'16" EAST FOR A DISTANCE OF 69.04 FEET; THENCE NORTH 8°05'12" EAST FOR A DISTANCE OF 54.04 FEET; THENCE SOUTH 1°34'06" EAST FOR A DISTANCE OF 23.81 FEET; THENCE NORTH 70°19'42" WEST FOR A DISTANCE OF 21.67 FEET; THENCE NORTH 27°23'13" WEST FOR A DISTANCE OF 50.04 FEET; THENCE NORTH 34°22'24" WEST FOR A DISTANCE OF 59.51 FEET; THENCE SOUTH 8°05'12" EAST FOR A DISTANCE OF 54.04 FEET; THENCE SOUTH 24°24'53" WEST FOR A DISTANCE OF 15.19 FEET; THENCE SOUTH 35°53'08" EAST FOR A DISTANCE OF 48.24 FEET; THENCE SOUTH 37°18'11" EAST FOR A DISTANCE OF 62.69 FEET; THENCE SOUTH 45°43'04" EAST FOR A DISTANCE OF 59.51 FEET; THENCE SOUTH 4°50'36" WEST FOR A DISTANCE OF 21.03 FEET; THENCE SOUTH 51°31'26" EAST FOR A DISTANCE OF 30.79 FEET; THENCE NORTH 87°58'55" EAST FOR A DISTANCE OF 31.57 FEET; THENCE SOUTH 34°21'15" EAST FOR A DISTANCE OF 71.72 FEET; THENCE SOUTH 57°44'32" EAST FOR A DISTANCE OF 56.61 FEET; THENCE SOUTH 72°18'46" EAST FOR A DISTANCE OF 44.54 FEET; THENCE SOUTH 72°43'49" EAST FOR A DISTANCE OF 50.65 FEET; THENCE SOUTH 16°53'26" WEST FOR A DISTANCE OF 14.61 FEET; THENCE NORTH 89°03'07" WEST FOR A DISTANCE OF 62.91 FEET; THENCE SOUTH 2°57'40" WEST FOR A DISTANCE OF 13.63 FEET; THENCE SOUTH 55°31'30" EAST FOR A DISTANCE OF 60.68 FEET; THENCE SOUTH 21°32'55" EAST FOR A DISTANCE OF 28.41 FEET; THENCE LEAVING SAID MEAN HIGH WATER LINE SOUTH 40°38'19" EAST FOR A DISTANCE OF 224.15 FEET TO THE POINT OF BEGINNING.

SUBJECT TO CONSERVATION EASEMENTS T, U, U-2, V, V-2, W, AS RECORDED IN OFFICIAL RECORDS BOOK 3604, PAGE 430 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

APPARENT STREET ADDRESS: STATE ROAD 390

TYPE OF SURVEY SKETCH OF DESCRIPTION REVISEDSURVEYED VISIBLE AS SHOWNIMPROVEMENTS INFORMATION LEGAL DESCRIPTION FURNISHED BY CLIENTSOURCE OF INFORMATION SEE SURVEYOR NOTE 5BEARING REFERENCE N/AELEVATION REFERENCE N/A

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AS SHOWN

SECTION 121, T.18, R.14, S.3

TOWNSHIP 3 S

RANGE 14 W.

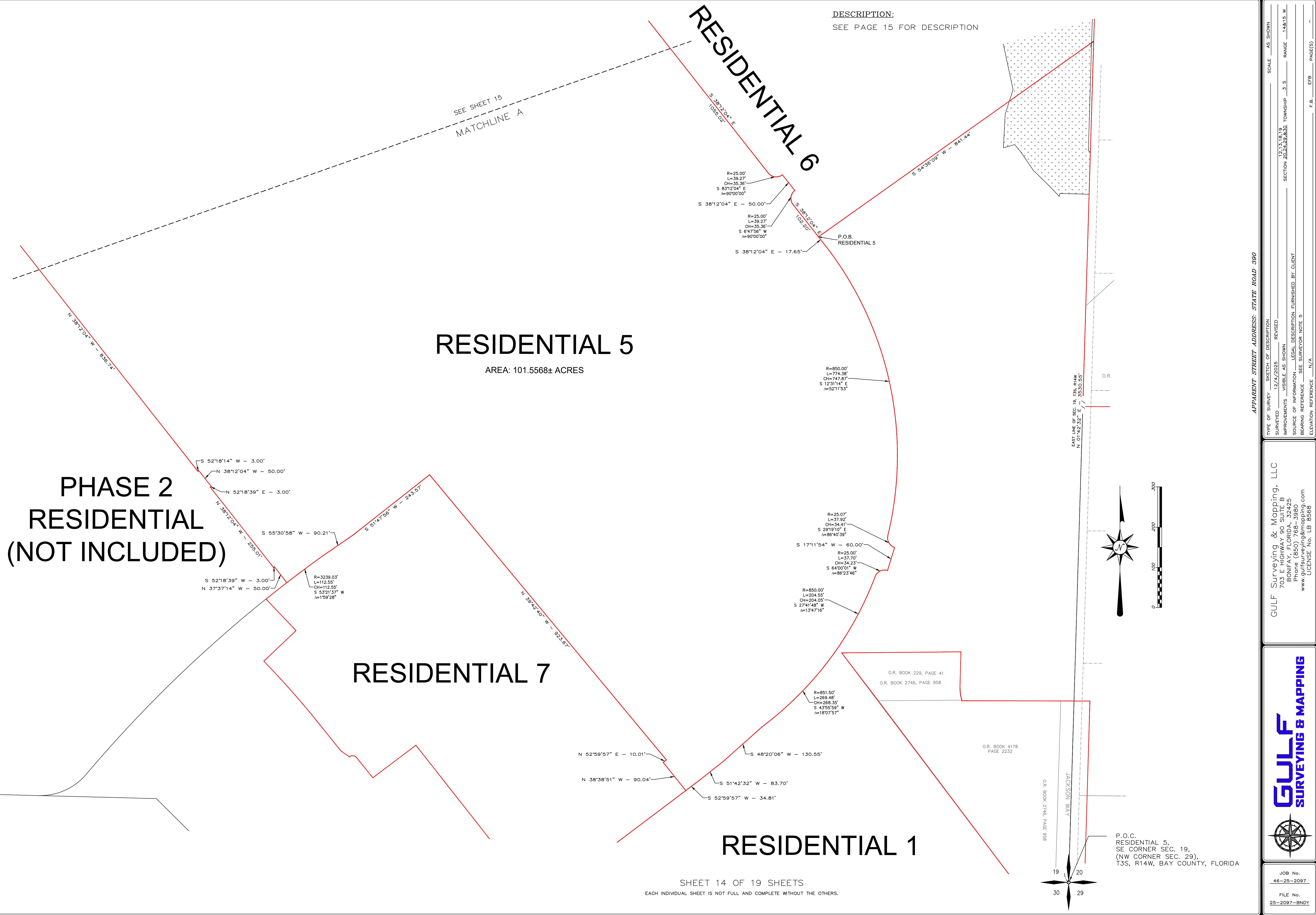
F.B. E.F.B. PAGE(S)

- - -


 JOB NO.
46-25-2097

FILE NO.
25-2097-BNDY

 SHEET 13 OF 19 SHEETS
EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



DESCRIPTION:

RESIDENTIAL 6

BEGIN AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH $54^{\circ}36'09''$ WEST FOR A DISTANCE OF 841.44 FEET; THENCE NORTH $38^{\circ}1'20''$ WEST FOR A DISTANCE OF 102.20 FEET TO A POINT OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC LENGTH OF 39.27 FEET (CHORD: NORTH $06^{\circ}47'56''$ EAST, FOR 35.36 FEET); THENCE NORTH $38^{\circ}1'04''$ WEST FOR A DISTANCE OF 50.00 FEET TO A POINT OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC LENGTH OF 39.27 FEET (CHORD: NORTH $83^{\circ}12'04''$ WEST, FOR 35.36 FEET); THENCE NORTH $38^{\circ}1'04''$ WEST FOR A DISTANCE OF 1,055.02 FEET TO A POINT OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC LENGTH OF 39.27 FEET (CHORD: NORTH $06^{\circ}47'56''$ EAST, FOR 35.36 FEET); THENCE NORTH $38^{\circ}1'04''$ WEST FOR A DISTANCE OF 50.00 FEET TO A POINT OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC LENGTH OF 39.27 FEET (CHORD: NORTH $83^{\circ}12'04''$ WEST, FOR 35.36 FEET); THENCE NORTH $38^{\circ}1'04''$ WEST FOR A DISTANCE OF 245.26 FEET TO A POINT OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 765.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $28^{\circ}36'09''$ AN ARC LENGTH OF 381.89 FEET (CHORD: NORTH $52^{\circ}30'08''$ WEST, FOR 377.94 FEET) TO A POINT OF REVERSE CURVATURE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}01'35''$ AN ARC LENGTH OF 38.85 FEET (CHORD: NORTH $22^{\circ}17'25''$ WEST, FOR 35.05 FEET); THENCE NORTH $73^{\circ}05'01''$ WEST FOR A DISTANCE OF 50.22 FEET TO A POINT OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $83^{\circ}42'30''$ AN ARC LENGTH OF 36.52 FEET (CHORD: SOUTH $64^{\circ}04'38''$ WEST, FOR 33.36 FEET) TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 765.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}50'52''$ AN ARC LENGTH OF 732.32 FEET (CHORD: SOUTH $78^{\circ}30'27''$ WEST, FOR 704.67 FEET) TO A POINT OF REVERSE CURVATURE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}01'12''$ AN ARC LENGTH OF 39.20 FEET (CHORD: NORTH $84^{\circ}00'26''$ WEST, FOR 35.30 FEET); THENCE SOUTH $44^{\circ}00'35''$ WEST FOR A DISTANCE OF 50.36 FEET TO A POINT OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $82^{\circ}54'05''$ AN ARC LENGTH OF 36.17 FEET (CHORD: SOUTH $02^{\circ}21'42''$ WEST, FOR 33.10 FEET) TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 765.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $30^{\circ}44'49''$ AN ARC LENGTH OF 41.13 FEET (CHORD: SOUTH $42^{\circ}16'20''$ WEST, FOR 41.12 FEET); THENCE SOUTH $40^{\circ}43'55''$ WEST FOR A DISTANCE OF 140.22 FEET TO A POINT OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $100^{\circ}10'45''$ AN ARC LENGTH OF 43.71 FEET (CHORD: NORTH $89^{\circ}04'2''$ WEST, FOR 38.35 FEET); THENCE NORTH $39^{\circ}05'20''$ WEST FOR A DISTANCE OF 370.01 FEET; THENCE NORTH $36^{\circ}16'04''$ WEST FOR A DISTANCE OF 79.74 FEET TO A POINT OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}12'20''$ AN ARC LENGTH OF 18.86 FEET (CHORD: NORTH $58^{\circ}50'41''$ EAST, FOR 18.85 FEET); THENCE NORTH $62^{\circ}26'51''$ EAST FOR A DISTANCE OF 44.03 FEET TO A POINT OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}55'51''$ AN ARC LENGTH OF 222.92 FEET (CHORD: NORTH $46^{\circ}28'55''$ EAST, FOR 220.05 FEET); THENCE NORTH $30^{\circ}31'00''$ EAST FOR A DISTANCE OF 94.15 FEET; THENCE NORTH $40^{\circ}38'19''$ WEST FOR A DISTANCE OF 551.20 FEET TO A POINT; THENCE NORTH $59^{\circ}48'00''$ EAST FOR A DISTANCE OF 41.08 FEET; THENCE NORTH $15^{\circ}41'13''$ EAST FOR A DISTANCE OF 32.97 FEET; THENCE NORTH $42^{\circ}09'54''$ EAST FOR A DISTANCE OF 54.46 FEET; THENCE NORTH $9^{\circ}06'11''$ EAST FOR A DISTANCE OF 42.91 FEET; THENCE NORTH $54^{\circ}31'58''$ EAST FOR A DISTANCE OF 46.38 FEET; THENCE NORTH $50^{\circ}29'18''$ EAST FOR A DISTANCE OF 62.82 FEET; THENCE NORTH $57^{\circ}54'51''$ EAST FOR A DISTANCE OF 55.75 FEET; THENCE NORTH $45^{\circ}50'32''$ EAST FOR A DISTANCE OF 43.33 FEET; THENCE SOUTH $22^{\circ}01'23''$ WEST FOR A DISTANCE OF 45.32 FEET; THENCE SOUTH $41^{\circ}44'25''$ EAST FOR A DISTANCE OF 24.32 FEET; THENCE SOUTH $72^{\circ}57'47''$ EAST FOR A DISTANCE OF 53.95 FEET; THENCE SOUTH $27^{\circ}01'24''$ EAST FOR A DISTANCE OF 43.32 FEET; THENCE SOUTH $62^{\circ}6'44''$ EAST FOR A DISTANCE OF 55.41 FEET; THENCE SOUTH $40^{\circ}39'09''$ WEST FOR A DISTANCE OF 46.05 FEET; THENCE SOUTH $26^{\circ}18'15''$ WEST FOR A DISTANCE OF 53.91 FEET; THENCE SOUTH $2^{\circ}55'21''$ EAST FOR A DISTANCE OF 37.18 FEET; THENCE SOUTH $64^{\circ}22'37''$ EAST FOR A DISTANCE OF 44.15 FEET; THENCE SOUTH $8^{\circ}32'25''$ EAST FOR A DISTANCE OF 49.56 FEET; THENCE NORTH $64^{\circ}32'19''$ EAST FOR A DISTANCE OF 83.11 FEET; THENCE NORTH $56^{\circ}25'55''$ EAST FOR A DISTANCE OF 27.10 FEET; THENCE NORTH $21^{\circ}49'28''$ EAST FOR A DISTANCE OF 69.88 FEET; THENCE NORTH $40^{\circ}01'00''$ EAST FOR A DISTANCE OF 47.44 FEET; THENCE NORTH $63^{\circ}30'29''$ EAST FOR A DISTANCE OF 44.04 FEET; THENCE SOUTH $70^{\circ}56'16''$ EAST FOR A DISTANCE OF 48.26 FEET; THENCE NORTH $63^{\circ}21'47''$ EAST FOR A DISTANCE OF 37.54 FEET; THENCE SOUTH $65^{\circ}04'48''$ EAST FOR A DISTANCE OF 52.93 FEET; THENCE NORTH $88^{\circ}45'35''$ EAST FOR A DISTANCE OF 55.28 FEET; THENCE NORTH $34^{\circ}51'28''$ EAST FOR A DISTANCE OF 62.58 FEET; THENCE NORTH $26^{\circ}56'03''$ WEST FOR A DISTANCE OF 55.62 FEET; THENCE NORTH $72^{\circ}49'23''$ WEST FOR A DISTANCE OF 56.97 FEET; THENCE NORTH $70^{\circ}43'19''$ WEST FOR A DISTANCE OF 106.67 FEET; THENCE NORTH $61^{\circ}19'35''$ WEST FOR A DISTANCE OF 59.27 FEET; THENCE NORTH $23^{\circ}44'10''$ WEST FOR A DISTANCE OF 53.56 FEET; THENCE NORTH $21^{\circ}48'14''$ WEST FOR A DISTANCE OF 46.53 FEET; THENCE NORTH $46^{\circ}24'50''$ EAST FOR A DISTANCE OF 62.46 FEET; THENCE NORTH $55^{\circ}39'55''$ EAST FOR A DISTANCE OF 65.02 FEET; THENCE SOUTH $78^{\circ}31'02''$ EAST FOR A DISTANCE OF 35.86 FEET; THENCE NORTH $81^{\circ}02'11''$ EAST FOR A DISTANCE OF 74.87 FEET; THENCE SOUTH $67^{\circ}07'47''$ EAST FOR A DISTANCE OF 47.01 FEET; THENCE SOUTH $50^{\circ}33'01''$ EAST FOR A DISTANCE OF 58.50 FEET; THENCE SOUTH $51^{\circ}29'57''$ EAST FOR A DISTANCE OF 50.11 FEET; THENCE SOUTH $34^{\circ}31'39''$ EAST FOR A DISTANCE OF 60.91 FEET; THENCE SOUTH $16^{\circ}19'42''$ EAST FOR A DISTANCE OF 27.08 FEET; THENCE SOUTH $55^{\circ}54'13''$ EAST FOR A DISTANCE OF 67.84 FEET; THENCE SOUTH $33^{\circ}12'06''$ EAST FOR A DISTANCE OF 56.75 FEET; THENCE SOUTH $22^{\circ}7'10''$ EAST FOR A DISTANCE OF 44.11 FEET; THENCE SOUTH $7^{\circ}54'06''$ EAST FOR A DISTANCE OF 84.50 FEET; THENCE SOUTH $63^{\circ}20'05''$ EAST FOR A DISTANCE OF 52.69 FEET; THENCE LEAVING SAID HIGH WATER LINE SOUTH $1^{\circ}42'57''$ WEST FOR A DISTANCE OF 223.49 FEET; THENCE NORTH $89^{\circ}37'38''$ EAST FOR A DISTANCE OF 210.94 FEET TO THE AFOREMENTIONED HIGH WATER LINE; THENCE ALONG SAID HIGH WATER LINE THE FOLLOWING 72 CALLS; THENCE SOUTH $29^{\circ}26'38''$ EAST FOR A DISTANCE OF 52.02 FEET; THENCE SOUTH $71^{\circ}39'15''$ EAST FOR A DISTANCE OF 78.15 FEET; THENCE SOUTH $86^{\circ}23'34''$ EAST FOR A DISTANCE OF 57.38 FEET; THENCE NORTH $79^{\circ}37'06''$ EAST FOR A DISTANCE OF 88.96 FEET; THENCE NORTH $87^{\circ}06'28''$ EAST FOR A DISTANCE OF 25.91 FEET; THENCE SOUTH $57^{\circ}48'54''$ EAST FOR A DISTANCE OF 49.32 FEET; THENCE SOUTH $47^{\circ}56'09''$ EAST FOR A DISTANCE OF 52.88 FEET; THENCE SOUTH $79^{\circ}25'01''$ EAST FOR A DISTANCE OF 64.75 FEET; THENCE SOUTH $24^{\circ}35'05''$ EAST FOR A DISTANCE OF 107.08 FEET; THENCE SOUTH $5^{\circ}55'54''$ WEST FOR A DISTANCE OF 81.39 FEET; THENCE SOUTH $53^{\circ}53'42''$ EAST FOR A DISTANCE OF 89.85 FEET; THENCE SOUTH $88^{\circ}56'33''$ EAST FOR A DISTANCE OF 71.42 FEET; THENCE NORTH $84^{\circ}25'00''$ EAST FOR A DISTANCE OF 52.60 FEET; THENCE SOUTH $41^{\circ}31'47''$ EAST FOR A DISTANCE OF 37.50 FEET; THENCE SOUTH $26^{\circ}49'46''$ EAST FOR A DISTANCE OF 40.03 FEET; THENCE SOUTH $18^{\circ}53'12''$ WEST FOR A DISTANCE OF 63.50 FEET; THENCE SOUTH $0^{\circ}16'35''$ WEST FOR A DISTANCE OF 29.09 FEET; THENCE SOUTH $45^{\circ}43'14''$ EAST FOR A DISTANCE OF 50.65 FEET; THENCE NORTH $83^{\circ}41'30''$ EAST FOR A DISTANCE OF 30.6 FEET; THENCE SOUTH $65^{\circ}05'19''$ EAST FOR A DISTANCE OF 67.44 FEET; THENCE SOUTH $71^{\circ}18'23''$ EAST FOR A DISTANCE OF 46.62 FEET; THENCE SOUTH $22^{\circ}41'07''$ EAST FOR A DISTANCE OF 36.48 FEET; THENCE SOUTH $44^{\circ}30'19''$ EAST FOR A DISTANCE OF 44.63 FEET; THENCE NORTH $61^{\circ}32'45''$ EAST FOR A DISTANCE OF 27.67 FEET; THENCE NORTH $48^{\circ}44'27''$ WEST FOR A DISTANCE OF 47.10 FEET; THENCE NORTH $69^{\circ}52'21''$ EAST FOR A DISTANCE OF 60.14 FEET; THENCE SOUTH $46^{\circ}23'54''$ EAST FOR A DISTANCE OF 14.16 FEET; THENCE SOUTH $28^{\circ}41'51''$ WEST FOR A DISTANCE OF 37.16 FEET; THENCE SOUTH $6^{\circ}20'02''$ EAST FOR A DISTANCE OF 43.40 FEET; THENCE SOUTH $51^{\circ}19'27''$ EAST FOR A DISTANCE OF 52.68 FEET; THENCE SOUTH $28^{\circ}54'07''$ EAST FOR A DISTANCE OF 20.29 FEET; THENCE SOUTH $46^{\circ}27'37''$ EAST FOR A DISTANCE OF 53.33 FEET; THENCE NORTH $72^{\circ}43'24''$ EAST FOR A DISTANCE OF 12.68 FEET; THENCE NORTH $40^{\circ}26'49''$ WEST FOR A DISTANCE OF 38.87 FEET; THENCE NORTH $71^{\circ}53'57''$ EAST FOR A DISTANCE OF 40.91 FEET; THENCE SOUTH $77^{\circ}09'51''$ EAST FOR A DISTANCE OF 12.61 FEET; THENCE SOUTH $17^{\circ}00'36''$ WEST FOR A DISTANCE OF 36.97 FEET; THENCE SOUTH $85^{\circ}48'59''$ EAST FOR A DISTANCE OF 29.04 FEET; THENCE NORTH $16^{\circ}04'59''$ EAST FOR A DISTANCE OF 33.10 FEET; THENCE SOUTH $81^{\circ}22'39''$ EAST FOR A DISTANCE OF 42.22 FEET; THENCE SOUTH $82^{\circ}47'41''$ EAST FOR A DISTANCE OF 74.56 FEET; THENCE NORTH $85^{\circ}41'06''$ EAST FOR A DISTANCE OF 87.87 FEET; THENCE NORTH $81^{\circ}25'49''$ EAST FOR A DISTANCE OF 57.53 FEET; THENCE SOUTH $87^{\circ}46'19''$ EAST FOR A DISTANCE OF 8.60 FEET; THENCE SOUTH $39^{\circ}53'15''$ EAST FOR A DISTANCE OF 58.99 FEET; THENCE NORTH $54^{\circ}43'26''$ EAST FOR A DISTANCE OF 22.73 FEET; THENCE NORTH $18^{\circ}23'36''$ WEST FOR A DISTANCE OF 36.81 FEET; THENCE NORTH $66^{\circ}00'33''$ WEST FOR A DISTANCE OF 67.68 FEET; THENCE SOUTH $58^{\circ}1'57''$ WEST FOR A DISTANCE OF 26.51 FEET; THENCE SOUTH $87^{\circ}46'50''$ WEST FOR A DISTANCE OF 96.00 FEET; THENCE NORTH $89^{\circ}37'55''$ WEST FOR A DISTANCE OF 66.90 FEET; THENCE NORTH $78^{\circ}01'10''$ WEST FOR A DISTANCE OF 67.22 FEET; THENCE NORTH $75^{\circ}38'12''$ WEST FOR A DISTANCE OF 23.33 FEET; THENCE NORTH $27^{\circ}31'44''$ EAST FOR A DISTANCE OF 42.60 FEET; THENCE NORTH $23^{\circ}00'24''$ WEST FOR A DISTANCE OF 19.65 FEET; THENCE NORTH $10^{\circ}45'56''$ EAST FOR A DISTANCE OF 41.08 FEET; THENCE NORTH $82^{\circ}19'52''$ EAST FOR A DISTANCE OF 68.96 FEET; THENCE SOUTH $81^{\circ}10'11''$ EAST FOR A DISTANCE OF 61.35 FEET; THENCE NORTH $15^{\circ}48'15''$ EAST FOR A DISTANCE OF 25.76 FEET; THENCE NORTH $65^{\circ}10'01''$ WEST FOR A DISTANCE OF 59.51 FEET; THENCE NORTH $35^{\circ}33'59''$ EAST FOR A DISTANCE OF 33.19 FEET; THENCE NORTH $53^{\circ}29'40''$ WEST FOR A DISTANCE OF 105.30 FEET; THENCE NORTH $43^{\circ}39'25''$ WEST FOR A DISTANCE OF 100.14 FEET; THENCE NORTH $15^{\circ}51'03''$ WEST FOR A DISTANCE OF 104.53 FEET; THENCE NORTH $70^{\circ}34'12''$ WEST FOR A DISTANCE OF 59.77 FEET; THENCE SOUTH $71^{\circ}03'15''$ WEST FOR A DISTANCE OF 53.17 FEET; THENCE NORTH $22^{\circ}27'08''$ WEST FOR A DISTANCE OF 75.56 FEET; THENCE NORTH $39^{\circ}51'17''$ WEST FOR A DISTANCE OF 133.17 FEET; THENCE NORTH $16^{\circ}25'53''$ WEST FOR A DISTANCE OF 13.41 FEET; THENCE NORTH $57^{\circ}29'17''$ WEST FOR A DISTANCE OF 16.83 FEET; THENCE NORTH $51^{\circ}55'25''$ WEST FOR A DISTANCE OF 56.45 FEET; THENCE NORTH $13^{\circ}13'14''$ WEST FOR A DISTANCE OF 44.07 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE NORTH $89^{\circ}37'38''$ EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1752.61 FEET TO THE POINT OF BEGINNING.

SUBJECT TO CONSERVATION EASEMENTS W, W-2, X, X-2, Y, Y-2, AND Z, AS RECORDED IN OFFICIAL RECORDS BOOK 3604, PAGE 430 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

APPARENT STREET ADDRESS: STATE ROAD 390

GULF Surveying & Mapping
703 E HIGHWAY 90 SUITE B
BONIFAY, FLORIDA, 32425
Phone (850) 768-3980
www.gulfsurveying&mapping.com

GULF SURVEYING & MAPPING

A black and white illustration of a compass rose, showing cardinal and intercardinal directions (N, S, E, W, NE, SE, SW, NW) with corresponding degree markings.

JOB No.
46-25-2097

FILE No.
25-2097-BNDY

ANSWER

SHEET 18 OF 19 SHEETS

INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

FILE No.
25-2097-BNDY

RESIDENTIAL 5

RESIDENTIAL 7

AREA: $15.0971 \pm$ ACRES

PHASE 1D RESIDENTIAL (NOT INCLUDED)

PHASE 1 RESIDENTIAL (NOT INCLUDED)

DESCRIPTION:

RESIDENTIAL 7

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19(NORTHWEST CORNER OF SECTION 29), TOWNSHIP 3 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE NORTH $89^{\circ}02'57''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 582.90 FEET; THENCE NORTH $89^{\circ}03'10''$ WEST FOR A DISTANCE OF 778.70 FEET THENCE NORTH $89^{\circ}03'10''$ WEST FOR A DISTANCE OF 778.70 FEET; THENCE LEAVING SAID SOUTH LINE NORTH $048^{\circ}58'$ EAST FOR A DISTANCE OF 181.06 FEET; THENCE NORTH $89^{\circ}11'01''$ WEST FOR A DISTANCE OF 20.12 FEET; THENCE NORTH $046^{\circ}15'$ EAST FOR A DISTANCE OF 553.90 FEET; THENCE NORTH $52^{\circ}57'08''$ EAST FOR A DISTANCE OF 455.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH $37^{\circ}02'52''$ WEST FOR A DISTANCE OF 444.67 FEET; THENCE NORTH $39^{\circ}38'48''$ WEST FOR A DISTANCE OF 90.10 FEET; THENCE NORTH $38^{\circ}12'04''$ WEST FOR A DISTANCE OF 290.58 FEET; THENCE NORTH $38^{\circ}12'04''$ WEST FOR A DISTANCE OF 114.51 FEET; THENCE SOUTH $52^{\circ}59'57''$ WEST FOR A DISTANCE OF 134.54 FEET; THENCE NORTH $38^{\circ}48'17''$ WEST FOR A DISTANCE OF 64.18 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 18.67 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $88^{\circ}58'27''$ AN ARC LENGTH OF 20.19 FEET (CHORD: NORTH $83^{\circ}17'30''$ WEST, FOR 18.22 FEET); THENCE NORTH $54^{\circ}52'07''$ WEST FOR A DISTANCE OF 26.14 FEET; THENCE NORTH $38^{\circ}48'17''$ WEST FOR A DISTANCE OF 94.20 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2050.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $4^{\circ}40'00''$ AN ARC LENGTH OF 166.97 FEET (CHORD: NORTH $41^{\circ}08'17''$ WEST, FOR 166.92 FEET); THENCE NORTH $43^{\circ}28'17''$ WEST FOR A DISTANCE OF 33.37 FEET; THENCE NORTH $46^{\circ}31'43''$ EAST FOR A DISTANCE OF 110.40 FEET; THENCE NORTH $43^{\circ}28'17''$ WEST FOR A DISTANCE OF 108.67 FEET; THENCE NORTH $51^{\circ}48'12''$ EAST FOR A DISTANCE OF 65.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3239.03 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}28'$ AN ARC LENGTH OF 112.55 FEET (CHORD: NORTH $53^{\circ}21'37''$ EAST, FOR 112.55 FEET); THENCE NORTH $55^{\circ}30'58''$ EAST FOR A DISTANCE OF 90.21 FEET; THENCE NORTH $51^{\circ}47'56''$ EAST FOR A DISTANCE OF 243.57 FEET; THENCE SOUTH $39^{\circ}42'40''$ EAST FOR A DISTANCE OF 923.67 FEET; THENCE SOUTH $52^{\circ}59'57''$ WEST FOR A DISTANCE OF 10.01 FEET; THENCE SOUTH $38^{\circ}39'28''$ EAST FOR A DISTANCE OF 90.0 FEET; THENCE SOUTH $52^{\circ}59'49''$ WEST FOR A DISTANCE OF 226.47 FEET; THENCE SOUTH $37^{\circ}02'52''$ EAST FOR A DISTANCE OF 554.48 FEET; THENCE SOUTH $52^{\circ}57'08''$ WEST FOR A DISTANCE OF 140.03 FEET; THENCE NORTH $37^{\circ}02'52''$ WEST FOR A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING;

APPARENT STREET ADDRESS: STATE ROAD 390

TYPE OF SURVEY	SKETCH OF DESCRIPTION
SURVEYED	12/4/2025
IMPROVEMENTS	VISIBLE AS SHOWN
SOURCE OF INFORMATION	LEGAL DESCRIPTION FURNISHED BY CLIENT
BEARING REFERENCE	SEE SURVEYOR NOTE 5
ELEVATION REFERENCE	N/A

GULF SURVEYING & MAPPING



JOB No.
46-25-2097

FILE No.
25-2097-BNDY

O.R. BOOK 4178
PAGE 2232

O.R. BOOK 2746
PAGE 955

P.O.C.
RESIDENTIAL 7,
SE CORNER SEC. 19,
(NW CORNER SEC. 29),
T3S, R14W, BAY COUNTY, FLORIDA

SHEET 19 OF 19 SHEETS
EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

SOUTH LINE OF SEC. 19, T3S, R14W

N $89^{\circ}02'57''$ W - 582.90'

N $89^{\circ}03'10''$ W - 778.70'

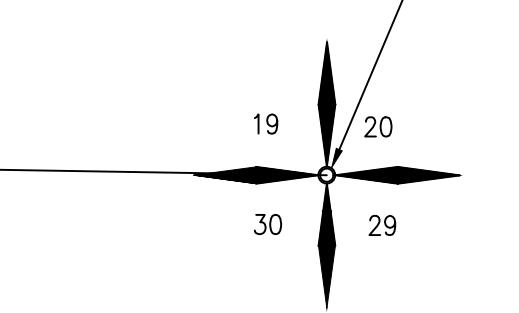
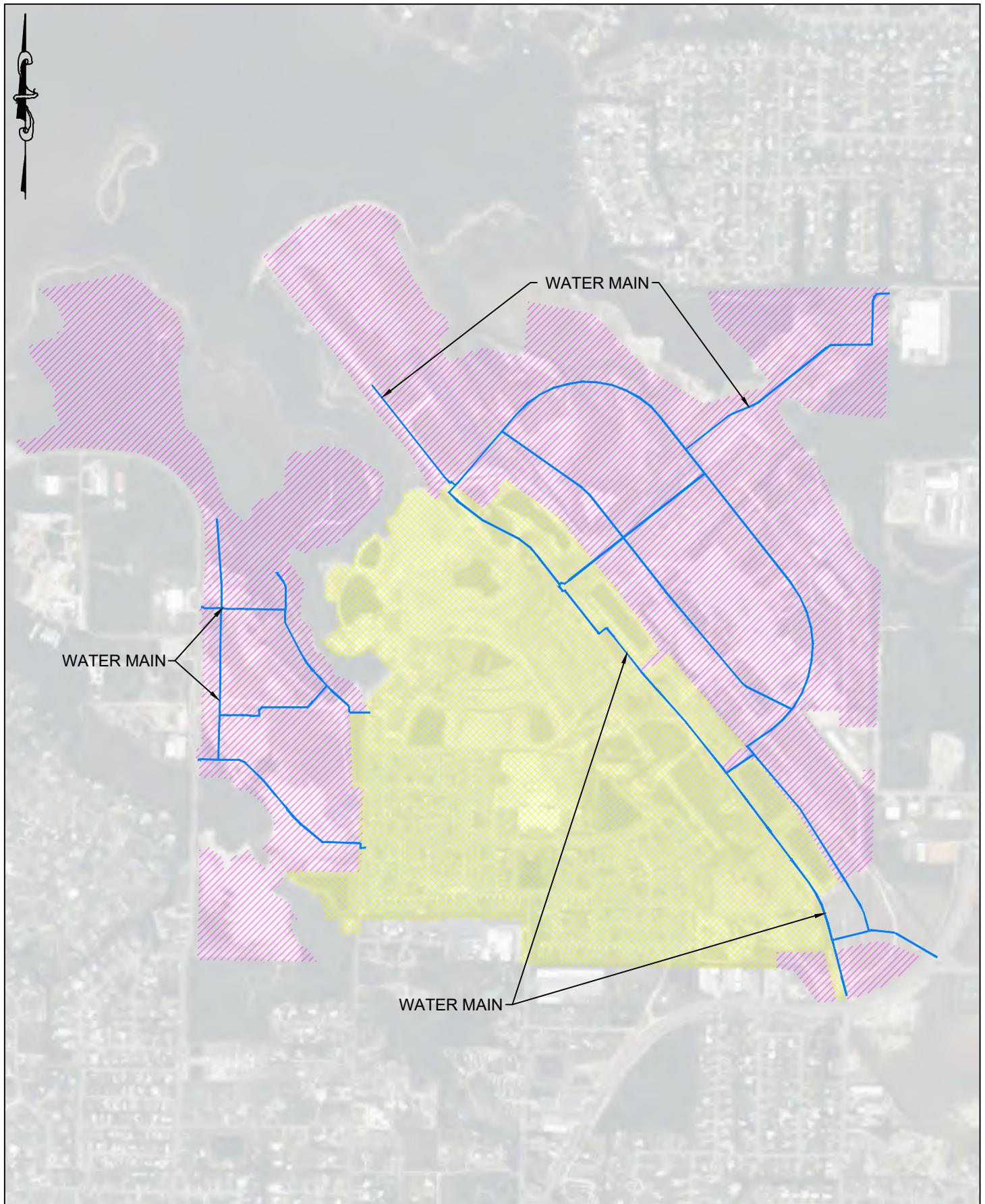


Exhibit 4

Water Infrastructure

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.



EB# 0008794



203 Aberdeen Parkway, Panama City, FL 32405
850.522.0644 | Dewberry.com

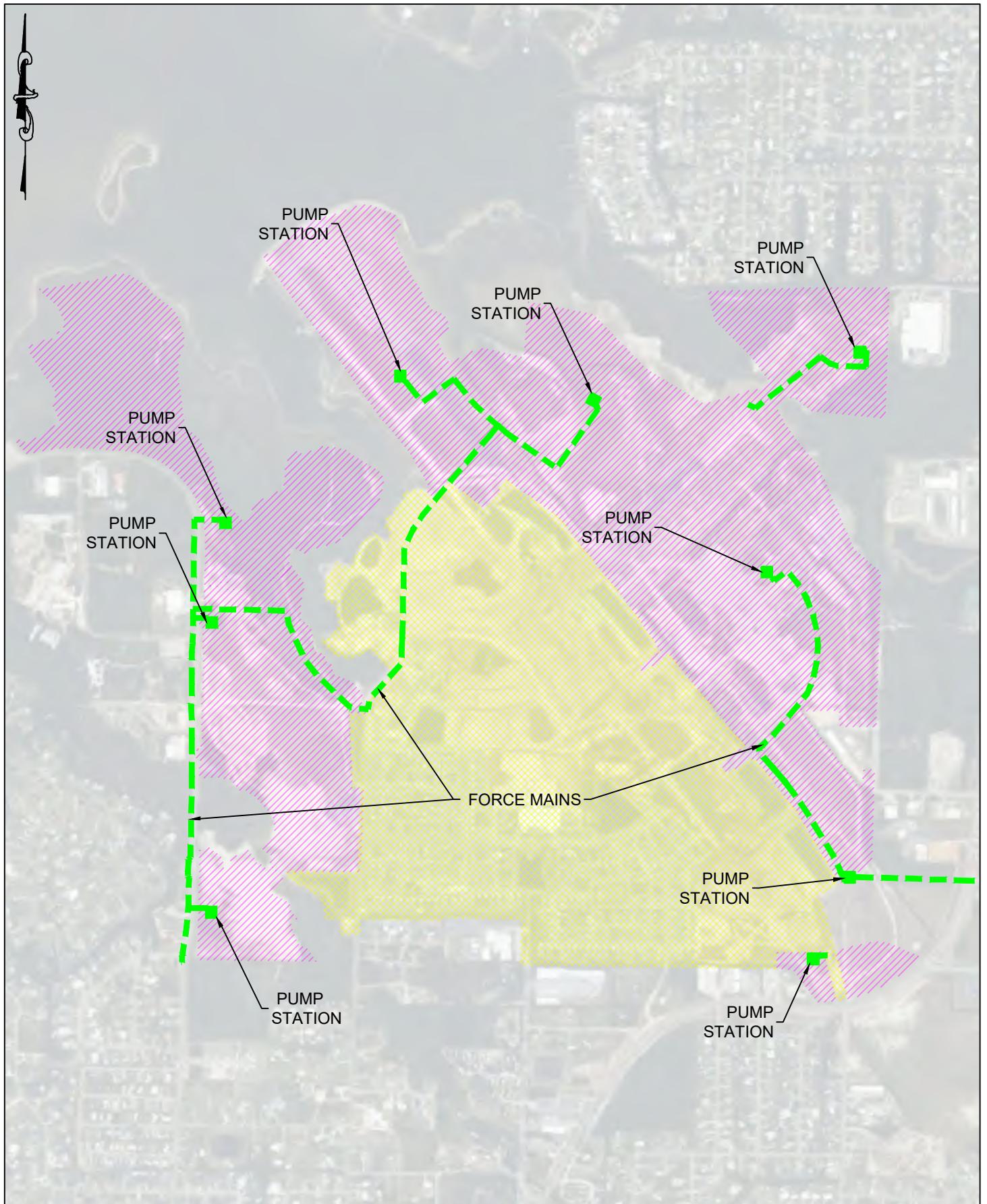
EXHIBIT 4
WATER INFRASTRUCTURE
SWEETBAY CDD

DATE: DECEMBER 2025	PROJECT NO.
SCALE: 1"-1,000'	1
DRAWN: DJG	
CHECKED: JMS	SHEET 1

Exhibit 5

Sewer Infrastructure

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.



EB# 0008794



203 Aberdeen Parkway, Panama City, FL 32405
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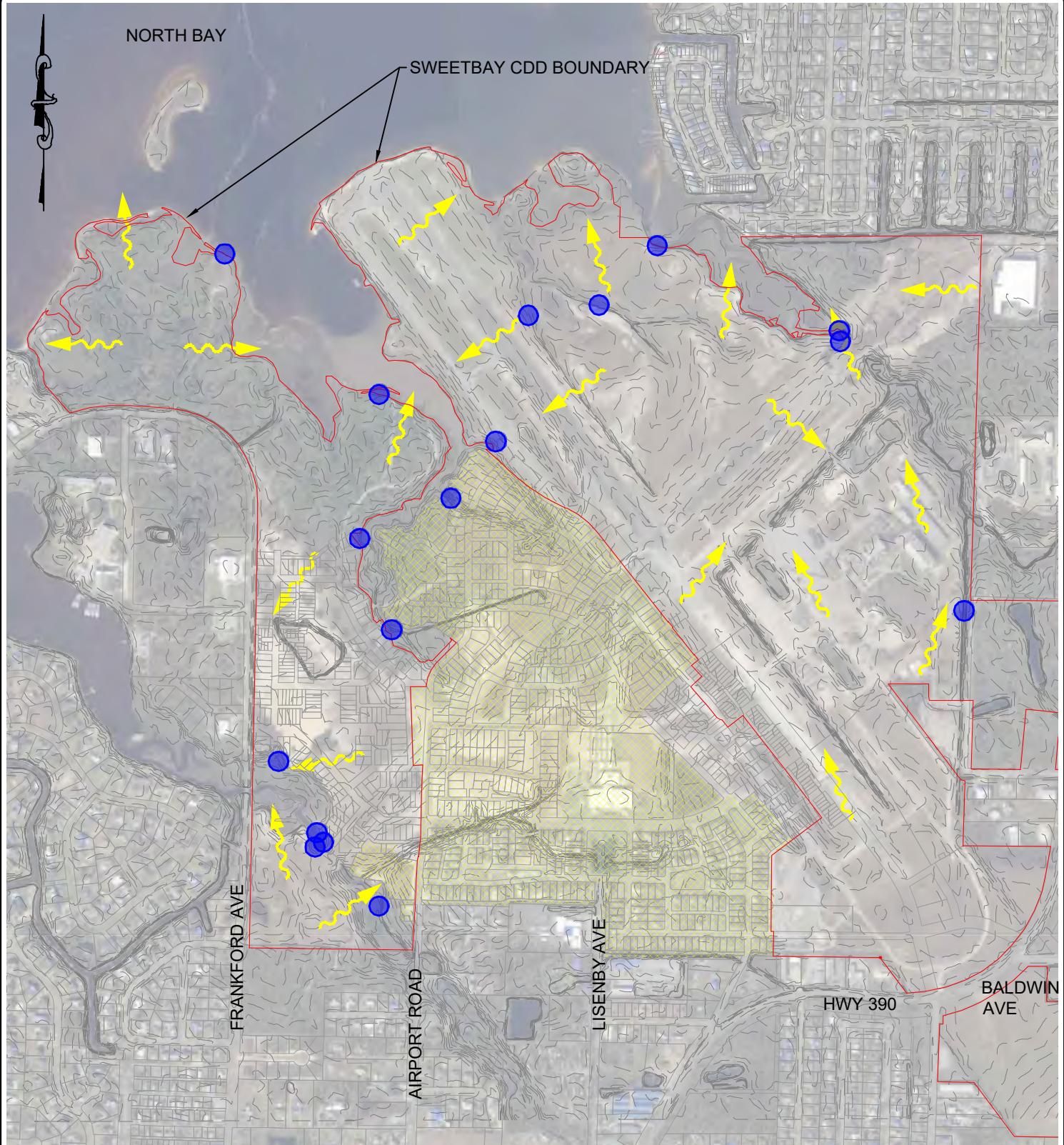
EXHIBIT 5
SEWER INFRASTRUCTURE
SWEETBAY CDD

DATE: DECEMBER 2025	PROJECT NO. 1
SCALE: 1"-1,000'	
DRAWN: DJG	
CHECKED: JMS	SHEET 1

Exhibit 6

Drainage Outfalls

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.



LEGEND

- DRAINAGE PATTERN
- SWEETBAY CDD
- PERMITTED OUTFALL
- PARCELS

Dewberry

203 Aberdeen Parkway, Panama City, FL 32405
850.522.0644 | Dewberry.com

EXHIBIT 6
PROPOSED DRAINAGE
OUTFALLS
SWEETBAY CDD

DATE: DEC. 2025	PROJECT NO. 1
SCALE: 1"=1,000'	
DRAWN: BWR	
CHECKED: JMS	

Exhibit 7

Estimated Timetable and Costs

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

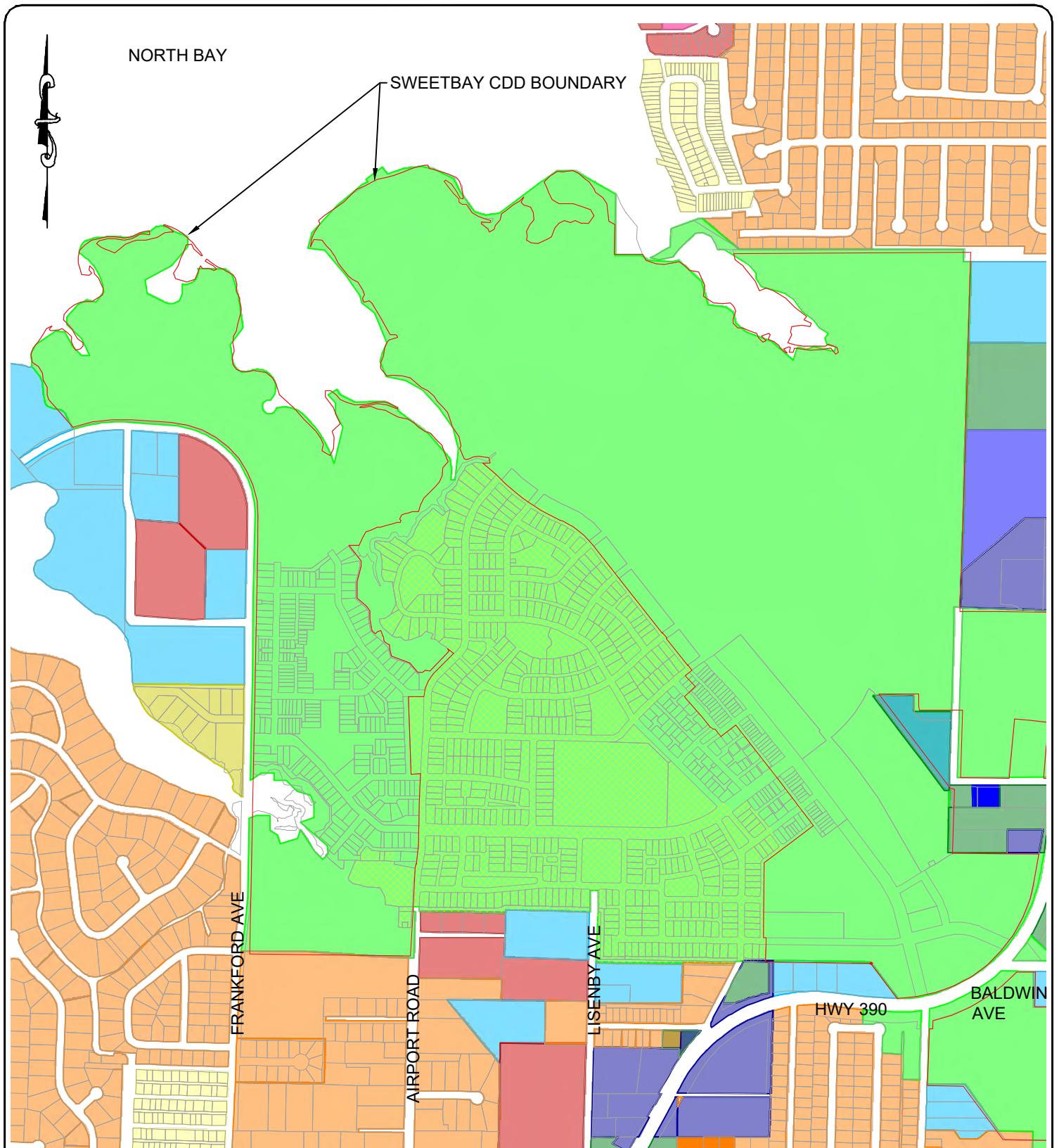
District	Completed	Remaining	Total
Residential District 1	\$0	\$0	\$0
Residential District 2	\$13,238,432	\$4,457,248	\$17,695,680
Residential District 3	\$44,186	\$18,200,000	\$18,244,186
Residential District 4	\$0	\$40,300,000	\$40,300,000
Residential District 5	\$0	\$22,246,810	\$22,246,810
Residential District 6	\$0	\$14,799,844	\$14,799,844
Residential District 7	\$4,162,982	\$0	\$4,162,982
Commercial District 1	\$10,123,416	\$780,000	\$10,903,416
Commercial District 2	\$0	\$0	\$0
Total	\$27,569,015	\$100,783,902	\$128,352,917

Capital Improvements	Completed	Remaining	Total
Spine Road (60+ ROW)	\$0	\$4,843,424	\$4,843,424
Sunset Shore Extension	\$0	\$1,044,130	\$1,044,130
Jackson Way Connector	\$0	\$1,785,000	\$1,785,000
Stormwater Management Retrofit	\$0	\$2,011,185	\$2,011,185
Stormwater Management Excavation	\$0	\$6,342,821	\$6,342,821
Spine Road (100+- ROW)	\$5,642,678	\$5,114,061	\$10,756,739
Trunkline (Electric)	\$1,092,112	\$593,700	\$1,685,812
Boardwalk	\$0	\$0	\$0
Frankford Ave. Wastewater Improvements	\$1,052,790	\$0	\$1,052,790
Forest Park Mobility Plan	\$82,340	\$3,017,660	\$3,100,000
Culvert/Bridge Crossing	\$0	\$0	\$0
Spine Drainage Outflow	\$0	\$0	\$0
Engineering and Legal @ 15%	\$0	\$3,712,797	\$3,712,797
Contingency @ 15%	\$0	\$3,712,797	\$3,712,797
Total	\$7,869,920	\$32,177,576	\$40,047,496
Grand Total			\$168,400,413

Exhibit 8

Land Use Map

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 **Dewberry**

203 Aberdeen Parkway, Panama City, FL 32405
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EXHIBIT 8
FUTURE LAND USE MAP
SWEETBAY CDD

DATE: DEC. 2025	PROJECT NO. 1
SCALE: 1"=1,000'	
DRAWN: BWR	
CHECKED: JMS	

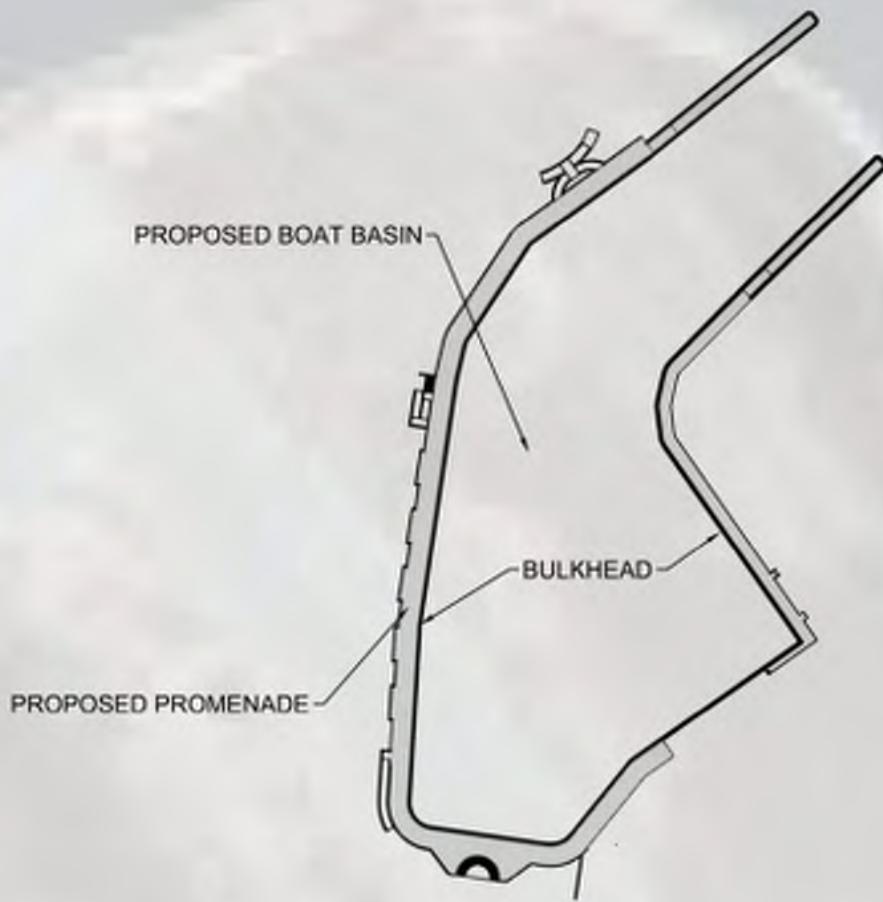
EB# 0008794

SHEET
8

Exhibit 9

Marina Improvements

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EXHIBIT 9
PROPOSED MARINA
SWEETBAY CDD

DATE: JUNE 2023	PROJECT NO.
SCALE: 1" = 1' 0"	1
DRAWN: BWR	SHEET
CHECKED: JMS	1

Exhibit 10

Frankford Avenue Offsite Utility Improvements

(Completed)

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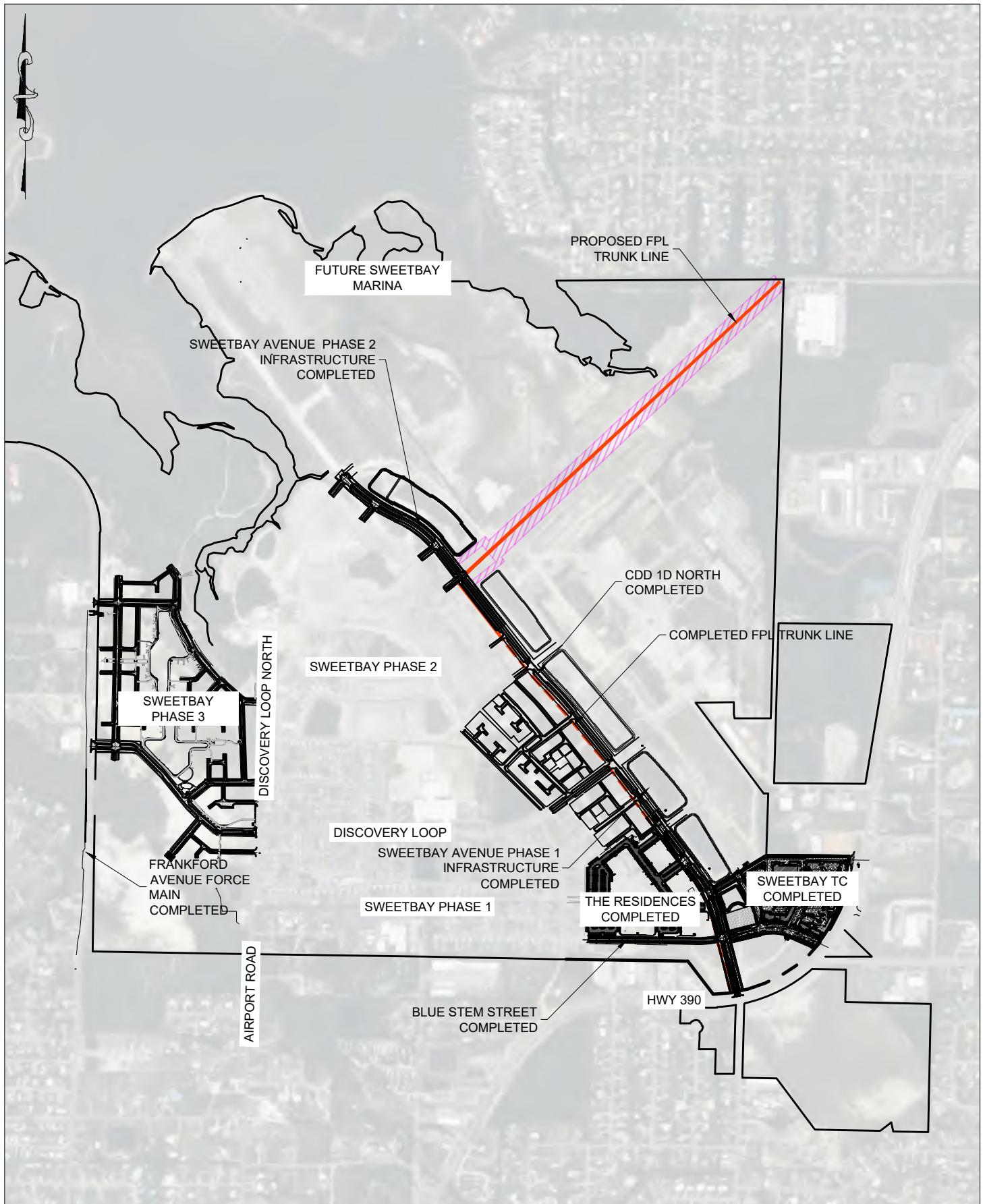
EXHIBIT 10
FRANKFORD AVE. FORCE MAIN
SWEETBAY CDD

DATE: DECEMBER 2025	PROJECT NO. 50191540
SCALE: 1"=400'	
DRAWN: DJG	
CHECKED: JMS	SHEET 1

Exhibit 11

Completed Infrastructure

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EXHIBIT 11
SWEETBAY AVENUE
SPINE ROAD
SWEETBAY CDD

DATE: DECEMBER 2025	PROJECT NO.
SCALE: 1"=1000'	1
DRAWN: BWR	
CHECKED: JMS	1

EXHIBIT 8

**Statement of Estimated
Regulatory Costs for the
Changes in Boundaries for
the
SweetBay Residential Community
Development Districts 1-7 and SweetBay
Non-Residential Community Development
Districts 1-2**

January 19, 2026

Prepared by

Fishkind Consulting
3504 Lake Lynda Drive,
Suite 107
Orlando, Florida 32817

A. EXECUTIVE SUMMARY

The SweetBay Residential Community Development Districts 1-7 and the SweetBay Non-Residential Community Development Districts 1-2 (collectively, the "Districts") were established by the city of Panama City ("City") on May 23, 2023, by Ordinance 3155. The Petitioner, St. Andrew Bay Land Company, LLC, seeks to expand the boundaries of Residential District 7 and to make minor changes to the boundaries of other Districts. This Statement of Estimated Regulatory Costs (the "SERC") is a component of the petition filed with the City in accordance with Chapter 190.005, Florida Statutes, to amend and update the land area and boundaries for which the Districts would manage and finance the delivery of public services.

With respect to this petition, this document determines that there are no adverse impacts on state and local revenues, and on small businesses, and there are no additional administrative costs and transactional costs associated with its boundary change. Any one-time transactional or administrative expenses associated with this action will be covered by one-time fees paid by the Petitioner.

The amendment to the boundaries of the Districts will not create any significant economic costs overall for the State of Florida nor for the City.

B. PURPOSE AND SCOPE

This SERC has been prepared as a component of the petition filed with the City to amend the boundaries of the Districts in accordance with Chapter 190.005, Florida Statutes, and to provide for the best alternative to deliver community development services and facilities to the proposed community.

Specifically, Section 190.005(1)(a)8, Florida Statutes requires, as part of the petition, a SERC prepared pursuant to Section 120.541, Florida Statutes. A community development District ("CDD") is established or its boundaries are amended under the Uniform Community Development Districts Act of 1980, Chapter 190 of the Florida Statutes, as amended (the "Act"). A CDD is a local unit of special-purpose government that is limited to the performance of those specialized functions authorized by the Act. Those specialized functions consist of the planning, financing, constructing, and maintaining of certain public infrastructure improvements and community development services. As an independent special District, a CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., City) whose boundaries include the CDD.

A CDD cannot regulate land use or issue development orders. Those powers reside with the local general-purpose government entity (i.e., City). According to Section 190.004(3), Florida Statutes, *"The boundary change of an independent community development district as provided in this act is not a development order within the meaning of Chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development District. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local"*

general-purpose government."

In addition, the parameters for the review and evaluation of CDD petitions are set forth in Section 190.002(2)(d), Florida Statutes, as follows: *"That the process of establishing such a District pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant."*

Therefore, the scope of this SERC is limited to an evaluation of those factors pertinent to the boundary change of a CDD as defined by the Legislature and outlined in Section 120.541(2), Florida Statutes. The purpose of Chapter 190, Florida Statutes, is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans, which require adequate public facilities and services as a pre-condition for future development. Refer to Section 163.3177(6)(h), Florida Statutes (the "Concurrency Requirement") for details.

The CDD is a special purpose unit of local government that is established for the purpose of providing an alternative mechanism for financing the construction of public facilities and delivery of public services. A CDD must be structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the City because of this development will be incurred whether the infrastructure is financed through a CDD or any other alternative financing method. These costs have already been evaluated by all appropriate agencies during the approval process for the development. The annual operations and administrative costs of the CDD will be borne entirely by the Districts and will not require any subsidy from the State of Florida or the City, nor will it place any additional economic burden on those persons not residing within the Districts.

C. Boundary Change to the Districts

The Petitioner is seeking authority, as outlined in Section 190.012, Florida Statutes, to change the boundaries of the Districts in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities and basic infrastructure that may include, but are not limited to, water management and control, water supply, sewer, wastewater management, District roads and street lights, transportation facilities, parking improvements, environmental remediation and cleanup, conservation areas, parks and recreational facilities, security, waste collection and disposal, or any other project, with or without the boundaries of the Districts, as required by any PUD issued by the City or subject of an agreement between the Districts and a governmental entity.

If approved, the Districts will be authorized to continue to finance these types of public infrastructure improvements through special or non-ad valorem assessment revenue bonds. Repayment of these bonds will be through special or non-ad valorem assessments levied against all benefited properties within the Districts as amended. On-going operation and maintenance for Districts owned facilities is expected to be funded through maintenance assessments levied against all benefited properties within the Districts. Refer to Exhibit F for an overview of proposed public facilities and services related to the development of land within the Districts.

D. STATUTORY ELEMENTS

Section 120.541(2), Florida Statutes, provides that the SERC must contain the following:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule;

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues;

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule¹;

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses;

(f) Any additional information that the agency determines may be useful.

The following paragraphs summarize the estimated regulatory impacts of the boundary amendment by each of the above listed statutory elements.

1 As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

1) Impact on economic growth, job creation, business competitiveness, and regulatory costs

The boundary change of the Districts will not have an adverse impact on the items described in (a) 1, (a) 2, and (a) 3 above.

Economic Growth

Since the property is currently vacant and in raw land condition, favorable changes in public costs and revenues associated with the development will occur. The boundary change of the Districts will have no adverse impact in excess of \$1 million. On the contrary, the Districts will likely induce economic growth over the next 5 years and rising costs of providing public infrastructure and services to the development will be matched by an essentially comparable increase in revenues. This interrelated relationship of costs and revenues will change little over time. So, the Districts is proposed to be structured on a “pay for itself” basis and has positive direct impact on economic growth within its boundaries and on the surrounding neighborhoods.

In addition, the Districts provide a financing mechanism to (i) fund public infrastructure at a low cost of capital, and (ii) on a timely, “pay for itself” type basis. The Districts will finance basic public infrastructure and services. Owners of the property within the Districts agree to a lien on their property, which is paid off over time through a special assessment. The assessment is used to pay debt service on bonds or annual infrastructure maintenance and Districts operating expenditure, which are secured further by the assessment liens on the benefitting property in the Districts. Assessment liens are superior to private liens, such as construction or mortgage loans. This structure results in a lower cost of capital than otherwise is available to fund public infrastructure and supports community development.

Although new development results in increased land value, a larger tax base, and more tax revenue for the community at large, it also creates immediate demand for new streets, water and sewer capacity, and other infrastructure. Consequently, a cash-flow mismatch exists between the upfront costs of public facilities and generation of tax revenue to pay for them. To fill this gap, the Districts are established to fund infrastructure directly, and developers can fund the public components of new neighborhoods before improvements are conveyed to the general-purpose government or municipality. The result is that new growth will “pay for itself” instead of burdening an entire community with its costs.

Job Creation

The property still mostly vacant, raw land. Its development will support substantial employment during its construction phase. The Districts will facilitate development of the project and accelerate its timeframe. The result will be additional demand supporting additional jobs sooner than would have been the case without the Districts. Finally, the potential to form the Districts encouraged the Petitioner to enter into the agreement with the City to accelerate the extension of water and sewer utilities to the project providing service to other properties in the surrounding neighborhoods.

Transactional Costs

It is not likely that transactional costs in excess of \$1 million in the aggregate within 5 years after the boundary change of the Districts occur. Any transaction costs are covered with one-time fees as described above.

Competitiveness

The boundary change of the Districts will have no adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years. All Districts contracts are required to be competitively bid.

2) General description of the types of individuals affected

The individuals and entities likely to be required to comply with the ordinance, or affected by the proposed adoption of the boundary change of the Districts are:

- a) THE STATE OF FLORIDA - The State of Florida and its residents and general population will not incur any compliance costs related to the boundary change of the Districts and on-going administration of the Districts. They will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section (c) below.
- b) CITY AND ITS RESIDENTS - The City and its residents not residing within the boundaries of the Districts will not incur any compliance costs, or ongoing administrative costs related to the boundary change, other than any one-time administrative costs outlined in Section (c) below.
- c) CURRENT PROPERTY OWNERS - The current property owners of the lands subject to the boundary change will be affected by Districts assessments and bonded indebtedness for the construction, operations, and maintenance of public infrastructure. Any assessments and bonded indebtedness will be based on special benefit and will be fairly and reasonably apportioned among the properties that receive the special benefit.
- d) FUTURE PROPERTY OWNERS – The Districts are required to fully disclose all costs and assessments to property owners in the Districts. Future property owners in the Districts will be subject to District assessments for bonds used to finance public infrastructure and annual assessments for the operation and maintenance of District infrastructure. The decision to purchase property in the Districts subject to its assessments is voluntarily made, and future property owners carefully evaluate the costs and benefits of purchasing property. Therefore, the impact of the Districts on future property owners is a function of the decisions by future property owners to purchase in the Districts and to subject themselves to the Districts' assessments.

3) Estimated cost to the public entities and anticipated effect on state or local revenues

- a) THE CITY. The City will not incur any on-going costs from the boundary change or operation of the Districts. The Districts is not transferring any maintenance or capital expenditures. As previously stated, the Districts operate independently from the City and all administrative and operating costs incurred by the Districts relating to the financing and construction of infrastructure are borne entirely by the Districts. The Districts will submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the City. Since there are no legislative requirements for review or action, the City should not incur any costs. The City may, however, choose to review these documents. To offset these one-time administrative costs, the petitioner will submit a petition filing fee of \$15,000 to the City.
- b) STATE. The State of Florida will not incur any additional costs as a result of the boundary change to review the periodic reports required pursuant to Chapters 190 and 189, Florida Statutes. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175.00 per Districts per year to pay the costs incurred by the Special District Information Program to administer the reporting requirements of Chapter 189, Florida Statutes. Because the Districts, as defined in Chapter 190, Florida Statutes, is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the Districts has been established.
- c) DISTRICTS. The Districts will incur costs for operations and maintenance of their facilities and for its administration. These costs will be paid for from annual assessments against all properties within the Districts benefiting from its facilities and its services.
- d) IMPACT ON STATE AND LOCAL REVENUES. It is anticipated that approval of this petition will not have any adverse effect on state and local revenues. There is potential for an increase in state sales tax revenue resulting from the boundary change and subsequent development of the subject land. It is not possible to estimate this increase with unconditional certainty. In addition, local ad valorem tax revenues may be increased from long-lasting increases in property values resulting from the Districts' construction of infrastructure and on-going maintenance services.

Similarly, private development within the Districts, which will be facilitated by the Districts' activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenues are expected to be generated by private development within the Districts and, accordingly, should also increase local revenues.

Concerns that a Districts obligation could become a state, City or City obligation thereby negatively effecting state or local revenues cannot occur as Chapter 190 specifically addresses this issue as follows: *"It is further the purpose and intent of the Legislature that no debt or obligation of a Districts constitute a burden on any local general- purpose government without its consent."* [Section 190.002(3), Florida Statutes]. Further, *"A default on the bonds or obligations of a Districts shall not constitute a debt or obligation of a local general-purpose government or the state."* [Section 190.016(15), Florida Statutes]

4) Estimate of transactional costs

The transactional costs associated with adoption of an ordinance to change the boundaries of the Districts are primarily related to the financing and maintenance of infrastructure improvements. The Districts will determine what infrastructure it considers prudent to finance through the sale of bonds. Once the decision is made to issue bonds it is expected that assessments will be levied against benefited property owners within the proposed Districts. The revenue generated by payment of these assessments will be used to repay the bonds. The obligation to pay the assessments will "run with the land" and will be transferred to new property owners upon sale of any portions of the property.

To fund the cost of maintaining infrastructure that the Districts maintains, operation and maintenance assessments may be imposed on the Districts property owners. The property owner will be responsible for payment of these assessments based on the amount of benefited property owned. All people choosing to acquire property in the Districts will be responsible for such assessments in addition to the taxes or assessments imposed by City and other taxing authorities.

In exchange for the payment of these special assessments, there are potential benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they will elect the members of the Districts' Board of Supervisors. Further, the Districts is limited in jurisdiction and responsibility to this single development. Therefore, the Districts should be extremely responsive to the needs of the property owners within the Districts.

The cost impact on the ultimate landowners in the Districts is not the total cost for the Districts to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a Districts as compared with viable alternatives, the cost impact to landowners is relatively small. This incremental cost of the high-quality infrastructure provided by the Districts is likely to be fairly low.

5) Impact on small businesses and on small counties or cities

The boundary change of the Districts will not have any negative impact on small businesses. Current land use plans provide for residential development. The Districts must operate according to Florida's Sunshine law and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for Districts business serving the lands to be included within the Districts. A Districts does not discriminate in terms of the size of businesses that can be located within the

boundaries or transact business with the Districts.

The Census Bureau reports that the City's population was 37,024 in 2024, the latest data available. Therefore, the City is not a small according to Section 120.52(19), Florida Statute. The boundary change of the Districts will not have any negative impact on the City.

6) Additional information

Certain data utilized in this report was provided by the developer/Petitioner and represents the best information available at this time. Other data was provided by Fishkind Litigation Services, Inc. and was based on observations, analysis and experience with private development and other CDD communities in various stages of existence.

CONCLUSION

For the above stated reasons, the proposed SweetBay Residential Community Development Districts 1-7 and SweetBay Non-Residential Community Development Districts 1-2 will be a beneficial land development in the City and it will not have any material negative impacts to the State or City. This SERC Report provides supporting justification for granting the petition to amend the boundaries of the Districts.