



Rizzetta & Company

SageBrush Community Development District

Board of Supervisors' Meeting

January 13, 2026

District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813.533.2950

sagebrushcdd.org

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544

District Board of Supervisors	Kelly Evans Lori Campagna Bradley Gilley Jacob Walsh Vacant	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley, Robin & Vericker
District Engineer	Brian Surak	Clearview Land Design

All Cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
Sagebrushcdd.org

January 5, 2026

Board of Supervisors
SageBrush Community
Development District

AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the SageBrush Community Development District will be held on **Tuesday, January 13, 2026 at 9:00 a.m.**, or immediately after the Acacia Fields CDD meeting at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. The following is the agenda for the meeting:

BOS MEETING:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Board of Supervisors Regular Meeting Minutes for December 9, 2025 Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for November 2025 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of CDD Development Agreement Tab 3
 - B. Consideration of Bond Funding Agreement Tab 4
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Tab 5
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,
Scott Brizendine
Scott Brizendine
District Manager

Tab 1

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT
December 9, 2025 - Minutes of Meeting
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MINUTES OF MEETING

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

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

The regular Meeting of the Board of Supervisors of SageBrush Community Development District was held on **Tuesday, December 9, 2025, at 10:07 a.m.** at the Hilton Garden Inn, Tampa Suncoast Parkway, 2155 Northpointe Parkway, Lutz, FL 33558.

Present and constituting a quorum:

Kelly Evans **Chair**
Lori Campagna **Vice Chair**
Jake Walsh **Assistant Secretary**
Bradley Gilley **Assistant Secretary**

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company
Lisa Castoria	District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker
KC Hopkinson	District Counsel, Straley Robin Vericker
Brian Surak	District Engineer, Clearview Land Design (via phone)
Audience	Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine opened the meeting at 10:07 a.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Mr. Dowling of Great Cypress Village advised the Board they are planning construction along Houston Avenue at the emergency gate access point and will provide some improvements at the intersection.

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT
December 9, 2025 - Minutes of Meeting
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50
51 **THIRD ORDER OF BUSINESS** **Consideration of Board of Supervisors**
52 **Regular Minutes for November 11, 2025**
53

54
55 On a Motion by Mr. Gilley, seconded by Ms. Evans, with all in favor, the Board of
56 Supervisors approved the Board of Supervisors Regular Meeting Minutes for November
57 11, 2025, as presented, for the SageBrush Community Development District.
58

59
60 **FIFTH ORDER OF BUSINESS** **Ratification of Operation &**

61 Maintenance Expenditures for October
62 2025

63 On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Board of
64 Supervisors ratified the October 2025 Operation & Maintenance Expenditures
65 (\$8,130,25), for the SageBrush Community Development District.
66

67 **SIXTH ORDER OF BUSINESS** **Appointment of New Board**
68 **Supervisor Seat 3 (2025-2027)**

69 This item was tabled.
70

71 **SEVENTH ORDER OF BUSINESS** **Ratification of GIG Outdoor Lighting**

72 Agreement
73

74 On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Board of
75 Supervisors ratified the GIG Outdoor Lighting Agreement for Phase 1, for the SageBrush
76 Community Development District.
77

78 **EIGHTH ORDER OF BUSINESS** **Staff Reports**
79

80 **A. District Counsel**

81 No report.
82

83 **B. District Engineer**

84 No report.
85

86 **C. District Manager**

87 Mr. Brizendine reviewed the District Manager's Report. The next regular meeting
88 will be on January 13, 2026, at 9:00 a.m. at the
89 Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz,
90 Florida 33558.
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SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT
December 9, 2025 - Minutes of Meeting
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88

NINTH ORDER OF BUSINESS

Supervisor Requests

90

91 No supervisor requests.

92

TENTH ORDER OF BUSINESS

Adjournment

94

95 On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of
96 Supervisors adjourned the meeting at 10:15 a.m., for SageBrush Community
97 Development District.

98

99 Assistant Secretary/Secretary

Chairman / Vice-Chairman

Tab 2

SageBrush Community Development District

District Office · Ashlyn Park, Florida · (813) 933-5571
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operation and Maintenance Expenditures November 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,948.51**

Approval of Expenditures:

Chairperson

Vice Chairperson

Assistant Secretary

Sagebrush Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bradley Gilley	300034	BG101425-710	Board of Supervisors Meeting 10/14/25	\$ 200.00
Clearview Land Design, P.L.	300035	25-22835	Engineering Services 08/25-09/25	\$ 2,025.66
Jacob Walsh	300036	JW101425-710	Board of Supervisors Meeting 10/14/25	\$ 200.00
Kelly Evans	300037	KE101425-710	Board of Supervisors Meeting 10/14/25	\$ 200.00
Lori Campagna	300038	LC101425-710	Board of Supervisors Meeting 10/14/25	\$ 200.00
Rizzetta & Company, Inc.	300040	INV0000103633	District Management Fees 10/25	\$ 3,300.00
Straley Robin Vericker	300039	27321	Legal Services 08/25	\$ 2,610.35
Straley Robin Vericker	300039	27322	Legal Services 09/25	\$ 2,212.50
Report Total				\$ 10,948.51

SageBrush CDD - Regular Meeting
Meeting Date: October 14, 2025

SUPERVISOR PAY REQUEST

<u>Name of Board Supervisor</u>	<u>Check if paid</u>
Kelly Evans	✓
Lori Campagna	✓
Bradley Gilley	✓
Jake Walsh	✓

RECEIVED
10-14-2025

(*) Does not get paid

NOTE: Supervisors are only paid if checked.

EXTENDED MEETING TIMECARD

Meeting Start Time:	9:50 am
Meeting End Time:	9:54 am
Total Meeting Time:	4 min

Time Over 3 Hours:	
--------------------	--

Total at \$400 per Hour:	
--------------------------	--

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$400 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: 



Clearview LAND DESIGN, P.L.

Clearview Land Design
3010 W. Azeele Street, Suite 150
Tampa, Florida 33609
813-223-3919

Sagebrush CDD c/o Rizzetta & Company
Sagebrush CDD Accounts Payable c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Invoice number 25-22835
Date 10/03/2025
Project **DNT SAGEBRUSH (DCH DENTON, DCH HUDSON, RYALS HUDSON)**

Terms: Net 30

CDD Engineering Services

CDD-DNT-000R CDD Reimbursables

EXPENSE

	Date	Billed Amount
<i>Papercut Printing and Reproduction 8/2/25-9/5/25</i>	09/05/2025	29.09
<i>Papercuts Printing & Reproduction 9/6/25-10/3/25</i>	10/03/2025	32.92
American Courier Express	09/26/2025	67.40
<i>tracking 93662 - 1C & 1D (PLAT-2025-00045) , Ph 1 (ROW-2024-00945)</i>		
Business Observer	08/27/2025	78.75
<i>Phase 2 & 3 Public Noticing</i>	Phase subtotal	208.16

CDD-DNT-002 CDD Engineering Service

LABOR

	Date	Hours	Rate	Billed Amount
Brian G. Surak				
<i>CDD Mtg., prep</i>	07/08/2025	1.00	225.00	225.00
<i>Engineers Report edits</i>	07/17/2025	0.50	225.00	112.50
<i>swear in hrng</i>	07/21/2025	0.50	240.00	120.00
<i>CDD Mtg</i>	08/12/2025	1.00	240.00	240.00
<i>CDD Mtg., supplemental report</i>	09/09/2025	1.00	240.00	240.00
	09/10/2025	1.00	240.00	240.00

CDD Engineering Services

CDD-DNT-002 CDD Engineering Service

LABOR

	Date	Hours	Rate	Billed Amount
Brian G. Surak				
supplemental report	09/16/2025	1.00	240.00	240.00
supplemental report for Phases 2/3	09/23/2025	1.00	240.00	240.00
supplemental report prep	09/30/2025	0.50	240.00	120.00
supplemental report coord.				
Heather C. Meyer				
SageBrush CDD - Clearview Engineering Agreement	07/08/2025	0.25	160.00	40.00
			Phase subtotal	1,817.50
			CDD Engineering Services subtotal	2,025.66

RECEIVED
10-10-2025

Invoice total **2,025.66**

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Current Billed
CDD ENGINEERING SERVICES				
CDD-DNT-000R CDD REIMBURSABLES	1,000.00	208.16	0.00	208.16
CDD-DNT-002 CDD ENGINEERING SERVICE	10,000.00	1,817.50	0.00	1,817.50
Subtotal	11,000.00	2,025.66	0.00	2,025.66
Total	11,000.00	2,025.66	0.00	2,025.66

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25-22835	10/03/2025	2,025.66	2,025.66				
	Total	2,025.66	2,025.66	0.00	0.00	0.00	0.00

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
10/2/2025	INV0000103633

Bill To:

Sage Brush CDD
Lennar Homes LLC
4301 W Boy Scout Blvd., Suite 600
Tampa FL 33607

Services for the month of		Terms		Client Number
October		Upon Receipt		00710
Description		Qty	Rate	Amount
Accounting Services		1.00	\$1,250.00	\$1,250.00
Administrative Services		1.00	\$350.00	\$350.00
Management Services		1.00	\$1,600.00	\$1,600.00
Website Compliance & Management		1.00	\$100.00	\$100.00

RECEIVED	09-29-2025	Subtotal	\$3,300.00
		Total	\$3,300.00

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Sagebrush CDD
c/o Rizzetta
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

October 14, 2025
Client: 001641
Matter: 000001
Invoice #: 27321

Page: 1

RE: General

For Professional Services Rendered Through August 31, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
8/1/2025	KCH	REVIEW AND REVISE RESOLUTION ADOPTING FISCAL YEAR 2026 BUDGET.	0.5	\$187.50
8/5/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
8/11/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING; REVIEW RESOLUTIONS.	1.0	\$405.00
8/12/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.8	\$324.00
8/12/2025	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON; EMAILS WITH D. KRONICK RE SPECIAL MEETING AND ASSOCIATED AGENDA.	1.0	\$375.00
8/14/2025	JMV	REVIEW EMAIL FROM D. KRONICK; REVIEW LEGAL NOTICE.	0.3	\$121.50
8/20/2025	KCH	REVIEW FINANCIAL STATEMENTS FOR JULY 31, 2025.	0.3	\$112.50
8/26/2025	KCH	PREPARE FOR AND ATTEND SPECIAL MEETING IN PERSON.	1.5	\$562.50
8/27/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
Total Professional Services			6.2	\$2,388.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
8/12/2025	Clerk, Circuit Court, Pasco County- Clerk of Court- SageBrush CDD for a Certificate of no Appeal	\$13.00
8/12/2025	Milestone Reporting Company- Deposition Appearance- Appearance Fee	\$133.25

October 14, 2025
Client: 001641
Matter: 000001
Invoice #: 27321

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DISBURSEMENTS

Date	Description of Disbursements	Amount
8/12/2025	FEDEX- Federal Express- FedEx Services	\$38.05
8/12/2025	FEDEX- Federal Express- FedEx Services	\$38.05
	Total Disbursements	\$222.35

Total Services	\$2,388.00
Total Disbursements	\$222.35
Total Current Charges	\$2,610.35
Previous Balance	\$10,655.64
Less Payments	(\$7,849.14)
PAY THIS AMOUNT	\$5,416.85

RECEIVED
10-14-2025

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
26994	August 15, 2025	\$2,392.50	\$414.00	\$0.00	\$0.00	\$5,416.85
Total Remaining Balance Due						\$5,416.85

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$2,610.35	\$2,806.50	\$0.00	\$0.00

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606
Telephone (813) 223-9400
Federal Tax Id. - 20-1778458

Sagebrush CDD
c/o Rizzetta
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

October 14, 2025
Client: 001641
Matter: 000001
Invoice #: 27322

Page: 1

RE: General

For Professional Services Rendered Through September 30, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
9/2/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
9/4/2025	KCH	REVIEW FINANCIAL STATEMENTS FOR AUGUST 31, 2025.	0.3	\$112.50
9/6/2025	JMV	REVIEW EMAIL FROM D. KRONICK; REVIEW LEGAL NOTICE.	0.2	\$81.00
9/8/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.4	\$162.00
9/9/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.6	\$243.00
9/9/2025	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON.	0.7	\$262.50
9/9/2025	KCH	PREPARE ADDENDUM TO GRAU & ASSOCIATED ENGAGEMENT LETTER.	0.7	\$262.50
9/15/2025	KCH	EMAILS WITH S. BRIZENDINE REGARDING RIZZETTA PROPOSAL FOR FIELD SERVICES CONTRACT WITH AMY BEING POINT PERSON.	0.1	\$37.50
9/26/2025	KCH	REVIEW PLAT DEDICATION AND PLAT LEGAL FOR SAGEBRUSH PLAT PHASE 2; EMAILS WITH R. ZOOK REGARDING SAME.	2.0	\$750.00
9/30/2025	AM	REVIEW AGENDAS TO CONFIRM ACCURACY ON RESOLUTION NUMBERS AND NAMES.	0.2	\$39.00
9/30/2025	KCH	REVIEW AND REVISE AGENDA; EMAILS WITH D. KRONICK REGARDING SAME.	0.3	\$112.50
Total Professional Services			5.9	\$2,212.50

October 14, 2025
Client: 001641
Matter: 000001
Invoice #: 27322

Page: 2

Total Services	\$2,212.50
Total Disbursements	\$0.00
Total Current Charges	\$2,212.50
Previous Balance	\$5,416.85
PAY THIS AMOUNT	\$7,629.35

RECEIVED
10-14-2025

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
26994	August 15, 2025	\$2,392.50	\$414.00	\$0.00	\$0.00	\$5,019.00
27321	October 14, 2025	\$2,388.00	\$222.35	\$0.00	\$0.00	\$4,822.85
Total Remaining Balance Due						\$7,629.35

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$4,822.85	\$2,806.50	\$0.00	\$0.00

Tab 3

This instrument was prepared by, and
upon recording, should be returned to:

Tucker F. Mackie
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

CDD DEVELOPMENT AGREEMENT
SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

THIS CDD DEVELOPMENT AGREEMENT – SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT (“**Agreement**”) is made and entered into, by and among the following parties, and to be effective upon full execution of this Agreement:

SageBrush Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”); and

Boos – BLD Hudson, LLC, a Florida limited liability company, with an address of 380 Park Place Blvd., Suite 200, Clearwater, Florida 33759 (“**Developer**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Developer presently owns the lands within the District as described in **Exhibit A** (“**Property**”), which lands are intended to be developed into a residential development (“**Boos Development**”); and

WHEREAS, the District was established to provide the public infrastructure improvements necessary to support the lands within its boundaries, including the Boos Development; and

WHEREAS, the District intends to finance the planning, design, acquisition, construction, and installation of certain public infrastructure improvements, facilities, and services for the Boos Development as described in the District’s *Report of the Engineer*, dated June 2025, attached hereto as **Exhibit B** (the “**CIP**”) in a manner that is consistent with the land use and development approvals applicable to the Boos Development; and

WHEREAS, to fund the public improvements under the CIP within the Boos Development, the District anticipates issuing one or more special assessment bonds (together, “**Bonds**”); and

WHEREAS, the District intends to conduct the necessary proceedings and finally levy and impose various debt service special assessments against the homesites intended to be developed on the Property to secure the repayment of each series of Bonds funding the CIP within the Boos Development or a portion thereof ("Debt Assessments"); and

WHEREAS, the Developer agrees that the Property will benefit from the provision of the CIP and is agreeable to the District financing, acquiring, constructing, operating, maintaining, repairing and replacing the portions of the CIP necessary for the development of the Property and agrees to provide advanced funding for the costs associated with issuance of the Bonds; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide for the terms by which the Bonds will be issued by the District and the terms by which the CIP will be acquired and, in certain instances, maintained by the District.

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

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

2. BOND ISSUANCE. At the Developer's request, the District shall use reasonable efforts, and cooperate with the Developer, to issue Bonds secured by the levy of Debt Assessments on the Property, and to use the proceeds of the Bonds to acquire completed portions of the CIP necessary for the development of the Property. At the time the Developer requests the District to initiate proceedings pertaining to the issuance of the Bonds, the District and the Developer shall enter into a funding agreement pursuant to which the Developer will make available to the District such monies as are necessary to proceed with the issuance of the Bonds in a form reasonably agreeable to the Developer and the District, and substantially similar to the form set forth in **Exhibit C** to this Agreement. Any such Bonds secured by Debt Assessments levied on the Property and used for the development of the Property shall be subject to the following terms:

- a. The Bonds shall be secured by Debt Assessments levied solely on the Property (and/or portions thereof benefiting from such Bonds), and payable in no more than 30 annual installments, not including any capitalized interest period. The Developer shall have the right to approve the terms of the Bonds prior to Bond issuance, including but not limited to the par amount of the Bonds, capitalized interest period, debt service reserve amounts, maturity, redemption provisions, reserve release conditions, payment schedule, etc. The Developer shall have the right to approve the underwriter of the Bonds to be selected by the District.
- b. The Debt Assessments securing the Bonds shall be amounts agreeable to the Developer, and the Bonds shall be sized accordingly. To the extent the Bonds will provide only a portion of the funds necessary to complete the CIP, the Developer will, in connection with the issuance of the Bonds, enter into an agreement with the District whereby the Developer agrees to complete those portions of the CIP which remain unfunded.
- c. At the request of the Developer, and subject to the terms of an acquisition agreement reasonably agreeable to both the Developer and the District, the District agrees to acquire the completed portions of the CIP related to the Property.

- d. The Developer and the District shall execute any documents reasonably necessary for the issuance of the Bonds and in a form reasonably agreeable to the Developer and the District, and substantially similar to the forms of such documents previously entered into by the Developer in connection with other community development district bonds.

Notwithstanding anything to the contrary in this Agreement, the District shall not issue any Bonds secured by Debt Assessments levied on any portion of the Property owned by the Developer without the prior written consent of the Developer for so long as the Developer owns an interest in such portion of the Property.

3. OPERATION AND MAINTENANCE OF THE CIP WITHIN BOOS DEVELOPMENT. Certain elements of the CIP within the Boos Development will be owned by the District in perpetuity for operation and maintenance (“**District Maintained Infrastructure**”). The adopted Fiscal Year 2025-2026 Operations and Maintenance Budget (“**O&M Budget**”) is funded pursuant to that certain *FY 2025-2026 Budget Funding Agreement (SageBrush Community Development District)*, between the District and Lennar Homes, LLC (“**Lennar**”) (the “**Funding Agreement**”). For so long as Lennar continues to directly fund the District’s fiscal year operations and maintenance budgets (for FY 2025-2026 and future fiscal years) pursuant to the Funding Agreement, Boos shall not have a funding obligation for any portion of the District’s O&M Budget. At such time as the District levies operation and maintenance assessments (“**O&M Assessment**”) against benefitting properties within the District, including the Property, to offset the annual O&M Budget the District will assess the Property as follows:

- A. Prior to the acquisition of the District Maintained Infrastructure pursuant to Section 2.c. herein, the Property will receive an annual O&M Assessment limited to the ‘Administrative’ activities of the District as identified in the O&M Budget. The Property will not be assessed for ‘Field Operations’ as identified in the O&M Budget within Phase 1 of the District.
- B. Following the acquisition of the District Maintained Infrastructure pursuant to Section 2.c. herein, the Property will be assessed for its share for the totality of the operations and maintenance expenses for the District identified in the O&M Budget consistent with the methodology applied to all property within the District as approved by the District.

4. DEFAULT. A default by a party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

5. ATTORNEYS’ FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

7. NOTICES. All notices, requests, consents and other communications under this

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

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

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

10. ASSIGNMENT/MEMORANDUM OF AGREEMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon parties and their respective successors and assigns as to the Property or portions thereof. The parties shall execute and cause for this Agreement to be recorded.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties hereto.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

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

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

immunity or by other operation of law.

15. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT]

Executed as of the _____ day of _____, 2025.

WITNESS

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____, Chairperson, of **SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT]

Executed as of the _____ day of _____, 2025.

WITNESS

By: _____
Name: _____
Address: _____

Boos – BLD Hudson, LLC, a Florida limited liability company

By: Boos Florida Development, LLC,
a Florida limited liability company, as its Manager

By: _____
Robert D. Boos
As its Manager

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Robert D. Boos as Manager of Boos Florida Development, LLC, as Manager of **Boos – BLD Hudson, LLC**, a Florida limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tab 4

BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 2025, by and between:

SageBrush Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”), and

Boos – BLD Hudson, LLC, a Florida limited liability company, and the developer of the lands in the District (“**Developer**”) with a mailing address of 380 Park Place Blvd., Suite 200, Clearwater, Florida 33759.

RECITALS

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

WHEREAS, the District presently expects to issue bonds or other debt instruments (“**Bonds**”) to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within and without the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

1. PROVISION OF FUNDS. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work (“**Work**”) necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The District shall have full discretion to incur all reasonable and necessary expenses in connection with the bonding process without prior approval. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District’s issuance of the Bonds, and upon issuance of the Bonds, the District will take reasonable steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds, to the extent funds are available. The District may provide the Developer with periodic written updates regarding fees, costs and expenses incurred in connection with the Work upon reasonable written request. That said, in the event that Bonds are not issued within two years of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the

event that this Agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within ten (10) business days shall remit funds to pay for such fees, costs and expenses.

2. TERMINATION. Either party may terminate this Agreement in writing upon ten (10) business days' written notice.

3. DEFAULT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance. A party shall be deemed in default only after receiving written notice of the alleged default and failing to cure such default within thirty (30) calendar days after receipt of such notice (or such longer period as may be reasonably necessary to cure if the default cannot reasonably be cured within thirty (30) calendar days and the defaulting party commences cure within such thirty (30) calendar day period and diligently pursues such cure to completion).

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to this subject matter.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses listed above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized

by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) business days' written notice to the parties and addressees set forth herein.

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

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in the County in which the District is located.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the Work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

Chair/Vice Chair, Board of Supervisors

BOOS – BLD HUDSON, LLC, a Florida limited liability company

By: Boos Florida Development, LLC,
a Florida limited liability company, as its
Manager

By: _____
Robert D. Boos
As its Manager

Tab 5



UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 10, 2026 @ 9am
- **Proposed Budget:** May 12 or June 9, 2026

District Manager's Report

January 13,

2026

<u>FINANCIAL SUMMARY</u>	<u>11/30/2025</u>
General Fund Cash & Investment Balance:	\$767
 Total Cash and Investment Balances:	 \$767
General Fund Expense Variance:	\$11,534 Under Budget

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