Rizzetta & Company

Acacia Fields
Community Development District

Board of Supervisors' Meeting

July 8, 2025

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

ACACIA FIELDS
COMMUNITY DEVELOPMENT DISTRICT

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

District Board of Supervisors	Kelly Evans	Board Supervisor
	Lori Campagna	Board Supervisor
	Paulo Beckert	Board Supervisor
	Sean Finotti	Board Supervisor
	Bradley Gilley	Board Supervisor
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley, Robin & Vericker
District Engineer	Jeremy Couch	Tampa Civil

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.

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

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

July 7, 2025

Board of Supervisors
Acacia Fields Community
Development District

REVISED AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Acacia Fields Community Development District will be held on **Tuesday, July 8, 2025 at 9:00 a.m.,** to be held at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. The following is the agenda for the meeting:

ORGANIZATIONAL MEETING:

1. **CALL TO ORDER**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
   - A. Consideration of the June 18, 2025 Organizational Meeting Minutes ..... Tab 1
4. **BUSINESS ITEMS**
   - **A**. Consideration of Bond Related Matters
     - i. Consideration of District Engineer's Report..... Tab 2
     - ii. Consideration of Master Methodology Report ..... Tab 3
     - iii. Consideration of Resolution 2025-24; Authorizing Bond..... Tab 4
   - **B.** Acceptance of Resignation of Paulo Beckert..... Tab 5
   - **C.** Appointment of Board Supervisor
   - **D.** Consideration of Resolution 2025-25; Designating Officers .. Tab 6
   - **E.** Ratification of Interim District Engineers Agreement ..... Tab 7
5. **STAFF REPORTS**
   - A. District Counsel
   - B. Interim Engineer
   - C. District Manager
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

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.

ACACIA FIELDS
COMMUNITY DEVELOPMENT DISTRICT

The organizational Meeting of the Board of Supervisors of Acacia Fields Community Development District was held on **Wednesday, June 18, 2025, at 10:00 a.m.** at the offices of Rizzetta & Company, located at 5844 Old Pasco Road Suite 200, Wesley Chapel, FL 33544

Present and constituting a quorum:

Kelly Evans	**Chair**
Lori Campagna	**Vice-Chair**
Sean Finotti	**Assistant Secretary**
Bradley Gilley	**Assistant Secretary**

Also present were:

Scott Brizendine	**District Manager, Rizzetta & Company**
KC Hopkinson	**District Counsel, Straley Robin Vericker**
Jeremy Couch	**Interim Engineer, Tampa Civil Design** *(via phone)*
Momo Anselmi	**Representative, Lennar Homes**
Audience	**None**

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Brizendine opened the meeting at 10:00 a.m.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

No audience members were present.

THIRD ORDER OF BUSINESS **Administer Oath of Office to Newly Appointed Supervisors**

Mr. Brizendine**,** as a Notary Public of the State of Florida, administered the Oath of Office to Kelly Evans, Lori Campagna, Brad Gilley, and Sean Finotti. They all swore and affirmed to the oath as read into the record and confirmed that they would like to receive compensation for Board attendance as allowed under Florida Statutes.

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FOURTH ORDER OF BUSINESS **Consideration of Resolution 2025-01; Designating Officers of the District**

Mr. Brizendine presented Resolution 2025-01, Designating Officers of the District. The following Board actions were taken:

Nominations were made for Kelly Evans to serve as Chairman and Lori Campagna to serve as Vice Chairman. There were no other nominations.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-01, Designating Kelly Evans as Chairman, Lori Campagna as Vice Chairman, Brad Gilley, Sean Finotti, and Angela Savinon as Assistant Secretaries, Scott Brizendine as Secretary and Treasurer, and Shawn Wildermuth as Assistant Treasurer, for Acacia Fields Community Development District.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-02; Appointing a District Manager**

Mr. Brizendine presented Resolution 2025-02 to the Board, which appoints Rizzetta & Company, Inc., as the District Manager for the District. It was noted that the agreement contains the standard pricing for these services.

> On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2025-02, Appointing Rizzetta and Company, Inc. as District Manager, for the Acacia Fields Community Development District.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-03; Appointing a District Counsel**

Mr. Brizendine presented Resolution 2025-03 to the Board, which will appoint Straley Robin Vericker as District Counsel.

> On a Motion by Ms. Evans seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-03, Appointing Straley Robin as District Counsel, for the Acacia Fields Community Development District.

SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-04; Designating Registered Agent and Registered Office**

Mr. Brizendine presented Resolution of 2025-04, Designating Registered Agent and Registered office.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-04, designating Bill Rizzetta as Registered Agent and designating Rizzetta & Company, Inc., located at 3434 Colwell Ave., Suite 200,

Tampa, FL 33614 as the Registered office, for Acacia Fields Community Development District.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2025-05; Designating Local Records Office**

Mr. Brizendine presented Resolution of 2025-05, Designating Local Records Office, to be the offices of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544.

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors adopted Resolution 2025-05; Designating Local Records Office as the offices of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544, for Acacia Fields Community Development District.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2025-06; Designating Primary Administrative Office and Principal Headquarters**

Mr. Brizendine presented Resolution of 2025-06, Designating Primary Administrative Office and Principal Headquarters.

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors adopted Resolution 2025-06; Designating Primary Administrative Office and Public Headquarters as c/o Rizzetta & Company, Inc., subject to change location to 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, for Acacia Fields Community Development District.

TENTH ORDER OF BUSINESS **Consideration of Resolution 2025-07; Designating Public Comment Period**

Mr. Brizendine presented Resolution 2025-07, Designating Public Comment Period.

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors adopted Resolution 2025-07, Designating Public Comment Period as the start of each Board meeting and prior to any vote any item not on the agenda, for Acacia Fields Community Development District.

ELEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-08; Adopting Investment Guidelines**

Mr. Brizendine presented Resolution 2025-08 to the Board, Adopting Investment

Guidelines for the District utilizing the alternative investment guidelines.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-08, Adopting the Alternative Investment Guidelines, as presented, for Acacia Fields Community Development District.

TWELFTH ORDER OF BUSINESS **Consideration of Resolution 2025-09; Adopting Prompt Payment Policies**

Mr. Brizendine presented Resolution 2025-09 Adopting Prompt Payment Policies.

> On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors adopted Resolution 2025-09, Adopting Prompt Payment Policies, as presented, for Acacia Fields Community Development District.

THIRTEENTH ORDER OF BUSINESS **Discussion Regarding Board Members Compensation**

All Board members accepted compensation.

FOURTEENTH ORDER OF BUSINESS **Consideration of Resolution 2025-10; Appointing Interim District Engineer**

Mr. Brizendine presented Resolution 2025-10; Appointing an Interim District Engineer and discussed the request for qualification processes related to engaging the District Engineer.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors approved Resolution 2025-10, Appointing Interim Engineer as Clearview Land Design, for Acacia Fields Community Development District.

FIFTEENTH ORDER OF BUSINESS **Authorize RFQ for District Engineer**

Mr. Brizendine presented the RFQ for District Engineering Services and explained the advertising process to the Board. Staff will determine on submission date after advertising.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors authorized the advertisement of a Request for District Engineering Services for the Acacia Fields Community Development District

SIXTEENTH ORDER OF BUSINESS **Consideration of Establishment of Audit Committee**

Mr. Brizendine provided an overview of the auditor selection process and asked the Board to appoint an Audit Committee.

> On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board appointed the supervisors as the Audit Committee, for the Acacia Fields Community Development District.

SEVENTEENTH ORDER OF BUSINESS **Discussion Regarding District Website; Consideration of Rizzetta & Company Professional Technology Services Agreement**

Mr. Brizendine discussed the requirement for a District website per Florida Statutes and presented the agreement with Rizzetta to provide professional technology services.

> On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors approved the Professional Technology Services Agreement with Rizzetta & Company, Inc. for $750.00 one-time set-up, no emails and monthly fee of $100.00 to administer the future website, for Acacia Fields Community Development District.

EIGHTEENTH ORDER OF BUSINESS **Discussion of ADA Services Relative to District Website**

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors approved the School Status Proposal, for Acacia Fields Community Development District.

NINETEENTH ORDER OF BUSINESS **Consideration of Resolution 2025-11; Travel Reimbursement Policy**

Mr. Brizendine presented Resolution 2025-11, Adopting a Travel Reimbursement Policy which will adopt a policy for reimbursement of District travel expenses.

> On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor the Board of Supervisors adopted Resolution 2025-11, Adopting a Travel Reimbursement Policy, for Acacia Fields Community Development District.

TWENTIETH ORDER OF BUSINESS **Consideration of Resolution 2025-12; Setting Forth District Policy for Legal Defense of Board Members and Officers**

Mr. Brizendine presented Resolution 2025-12, Setting Forth District Policy for Legal Defense of Board Members, Officers and Staff. A brief discussion ensued

> On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adopted Resolution 2025-12, setting forth a policy for legal defense of Board Members, Officers and Staffand authorized Chair to enter into a contract for public officials and general liability insurance, for Acacia Fields Community Development District.

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TWENTY-FIRST ORDER OF BUSINESS **Consideration of Resolution 2025-13; Authorizing the Recording of Notice of Establishment**

Ms. Hopkinson reviewed Resolution 2025-13.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-13, authorizing the recording of the Notice of Establishment, for Acacia Fields Community Development District.

TWENTY-SECOND ORDER OF BUSINESS **Consideration of Resolution 2025-14; Adopting Records Retention Schedule**

Mr. Brizendine presented Resolution 2025-14, Adopting Records Retention Schedule.

> On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adopted Resolution 2025-14, Adopting Records Retention Schedule, as presented, for Acacia Fields Community Development District.

TWENTY- THIRD ORDER OF BUSINESS **Consideration of Resolution 2025-15; Authorizing Chair and Vice Chair to Execute Plats, Permits and Deeds**

Mr. Brizendine presented Resolution 2025-15, Authorizing Chair and Vice Chair to execute plats, permits, and deeds on behalf of the District.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor the Board of Supervisors adopted Resolution 2025-15, Authorizing the Chairman and Vice Chairman to Execute Plats, Permits and Deeds for Acacia Fields Community Development District.

TWENTY-FOURTH ORDER OF BUSINESS **Consideration of Resolution 2025-16; Designating Date, Time, and Location of Regular Meetings**

Mr. Brizendine presented Resolution 2025-16, Designating the regular meeting dates, time, and location for the remainder of Fiscal Year 2024/2025.

> On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor the Board of Supervisors adopted Resolution 2025-16, setting the Fiscal Year 2024/2025 meeting schedule, for Acacia Fields Community Development District.

TWENTY-FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-17; Approving a Proposed Budget for Fiscal Year 2024/2025 & 2025/2026 for Submission to the County and Setting**

the Date, Time, and Location for a Public Hearing

Mr. Brizendine presented Resolution 2025-17, Approving a Proposed Budget for Fiscal Year 2024/2025 and 2025/2026 for Submission to the County and Setting the Date, Time, and Location for a Public Hearing.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor the Board of Supervisors adopted Resolution 2025-17, approving the fiscal year 2024/2025 and 2025/2026 proposed budgets as written and set the public hearing on the final budget for September 9, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558, for Acacia Fields Community Development District.

TWENTY-SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-18; Setting the Date, Time and Location and Authorizing Publication of Notice of a Public Hearing on the Rules of Procedure**

Mr. Brizendine presented Resolution 2025-18, Setting the Date, Time, and Location and Authorizing Publication of Notice of a Public Hearing on the Rules of Procedure. She also presented a draft of the District's Rules of Procedure.

> On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors adopted Resolution 2025-18, Approving the Draft of the Rules of Procedure and Setting the Public Hearing on the Rules of Procedure for September 9, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558, for Acacia Fields Community Development District.

TWENTY-SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-19; Setting the Date, Time and Location and Authorize Publication of Notice of Public Hearing on Uniform Method of Collection**

Mr. Brizendine presented Resolution 2025-19, Setting the Date, Time, and Location and Authorizing Publication of Notice of Public Hearing on Uniform Method of Collection.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-19, Setting the Public Hearing on Uniform Method of Collection for August 12, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558, for Acacia Fields Community Development District.

TWENTY-EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2025-20;**

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Setting the Date, Time, and Location for Landowners Meeting

Mr. Brizendine presented Resolution 2025-20, Setting the Date, Time, and Location for the Landowner's Meeting as Tuesday, August 12, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558.

> On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adopted Resolution 2025-20, Setting the Landowner's Meeting for Tuesday, August 12, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558, for Acacia Fields Community Development District.

TWENTY-NINTH ORDER OF BUSINESS **Consideration of Resolution 2025-21; Selecting District Depository**

Mr. Brizendine presented Resolution 2025-21, Selecting District Depository, which will authorize the District to open the operating account to be used for the payment for normal operating expenses. Bank United was approved.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-21, Selecting District Depository, Bank United, as the District Depository, for Acacia Fields Community Development District.

THIRTIETH ORDER OF BUSINESS **Consideration of Resolution 2025-22; Authorizing Bank Account Signatories**

Mr. Brizendine presented Resolution 2025-22, Authorizing Bank Account Signatories.

> On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adopted Resolution 2025-22, Authorizing Bank Account Signatories as Chairman, Vice Chairman, Treasurer, Assistant Treasurer, Secretary and Asst. Secretaries, for Acacia Fields Community Development District.

THIRTY-FIRST ORDER OF BUSINESS **Consideration of Resolution 2025-23; Approving Disbursement of Funds**

Mr. Brizendine presented Resolution 2025-23, Approving Disbursement of Funds.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-23, Approving the District's Policy on the Disbursement of Funds for Continuing and Non-Continuing Expenses, District Manager up to $5,000, Chair up to $10,000.00 and Emergencies up to $25,000.00, for Acacia Fields Community Development District.

THIRTY-SECOND ORDER OF BUSINESS **Consideration of Funding Request**

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Mr. Brizendine stated a $15,000.00 invoice would be issued to the Developer to cover Operation & Maintenance expenditures.

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors approved an initial invoice in the amount of $15,000.00 for operation and maintenance expenditures, for Acacia Fields Community Development District.

THIRTY–THIRD ORDER OF BUSINESS **Consideration of Resolution 2025-24, Appointing Bond Counsel**

Mr. Brizendine presented Resolution 2025-24, appointing Bond Counsel.

> On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adopted Resolution 2025-24, appointing Greenberg Traurig, PA as Bond Counsel, for Acacia Fields Community Development District.

THIRTY–FOURTH ORDER OF BUSINESS **Consideration of Resolution 2025-25, Appointment of Investment Banker**

Mr. Brizendine presented Resolution 2025-25, appointment of Investment Banker

> On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors adopted Resolution 2025-25, appointing FMS Bonds as Investment Banker, for Acacia Fields Community Development District.

THIRTY–FIFTH ORDER OF BUSINESS **Consideration of Selecting a Trustee**

> On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Board of Supervisors appointed US Bank as Trustee subject to District Counsel review, for Acacia Fields Community Development District.

THIRTY–SIXTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel
No report. Ms. Hopkinson will discuss with the bond team to get everything ready for the July meeting.

B. Interim District Engineer
No report.

C. District Manager
The next meeting will be July 8, 2025 at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558. The

Landowner meeting will be held on August 12, 2025.

THIRTY-SEVENTH ORDER OF BUSINESS Supervisor Requests

Ms. Evans announced the resignation of Paulo Beckert and replacement at the July meeting.

THIRTY-EIGHTH ORDER OF BUSINESS Adjournment

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adjourned the meeting at 10:42 a.m., for Acacia Fields Community Development District.

_____ _____

Assistant Secretary/Secretary Chairman / Vice-Chairman

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Tab 2

Acacia Fields
Community Development District
Engineer's Report



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Prepared For:

LENNAR®

July 7, 2025

Prepared By:
Tampa Civil Design
17937 Hunting Bow Cir – Ste 102
Lutz, FL 33558
813.920.2005

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Engineer's Report and Capital Improvement Program

Introduction:

Acacia Fields (the "Development) is a compilation of a series of master planned communities located in Pasco County, FL and is located roughly South of Prospect Road, East of Curley Road, and along the lengths of Tyndall Rd and Wirt Road. The Development has the following approved zonings entitling its area: PDD20-0407,PDD24-7560, & PDD22-7564. The Development is authorized by Pasco County by the following permits: SDP-2024-00074, SDP-2025-00102, & SDP-2024-00129. Lennar Homes (the "Developer") is slated to be the master developer serving the Development.

The Acacia Fields Community Development District (the "District), a local unit of special-purpose government, is established June 3, 2025 by PDE25-0130. The District boundaries encompass the entirety of the Development. See Appendix 1 & 2 for the general location of the District.

Purpose and Scope

The purpose of this Engineer's Report (the "Report") is to provide a description of the improvements that may be financed by the District ("Capital Improvement Plan" or "CIP"). Public infrastructure and land improvements needed to serve the District include improvement and extension of Tyndall Rd, improvement and extension of Wirt Road (to eventually be renamed as Elam Road), public utility improvements and extensions, public pumping stations, surface water management facilities, wetland habitat and mitigation work, entry monumentation, landscaping, irrigation and recreational facilities (including but not limited to pools, parks, and playgrounds).

The Report reflects the District's present intentions. The implementation and completion of any improvement outlined in the Report requires final approval by the District's Board of Supervisors, including the awarding of contracts for the construction of the improvements or approval of acquisition of completed improvements. Cost estimated contained in the Report have been prepared based on the best available information as of 2025. Actual costs will vary based upon final plans, design, planning approvals from regulatory authorities, inflation, and other economic factors. Nevertheless, all costs contained herein may be reasonable and expected to adequately fund the CIP described and the contingency costs included are reasonable.

The Uniform Community Development District Act of 1980, as embodied in Chapter 190, *Florida Statutes*, authorizes the District to finance, design, construct, install and/or maintain public infrastructure improvements within and without the District's boundaries

including, but not limited to roadways, water and sewer infrastructure, stormwater management improvements, and recreation facilities. The purpose of the Report is to provide a description of the infrastructure improvements necessary for development activities that are to be financed and/or acquired by the District related to the CIP. The District will finance, acquire and/or construct, operate and maintain certain infrastructure improvements that are needed to serve the Development. A portion of these public infrastructure may be funded by the Developer or by a future bond series. The Developer has agreed to finance and construct the balance of the infrastructure improvements needed for the Development that is not financed by the District. The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the land within the District.

Sanitary Sewer Collection System

The District presently intends to finance all or a portion of the sanitary sewer collection systems for the Development. The sanitary sewer system consists of the gravity sewer mains and associated lift stations needed to serve the District. Force mains will direct wastewater from the onsite lift stations to an offsite force main located at the intersection of Tyndall Road and Curley Road that is owned by Pasco County Utilities ("PCU"). Upon the completion of construction and acceptance by PUC, the sanitary sewer system will be owned and maintained by PCU. See Appendix 4 for a graphic representation of the sanitary sewer collection system.

Water Distribution System

The District presently intends to finance all or a portion of the water distribution system for the Development. The system will consist of a series of water distribution mains to serve the Development. A proposed 16" WM connection is intended to be constructed at the Southwest corner of Tyndall Road and Curley Road that will be extended through a portion of the District along Tyndall Road for which it will then branch to a 12" WM along a portion of Wirt Road. Several other smaller branch connections will be made to these larger trunk lines that will continue to serve the District. Onsite watermains will provide water service to the Development. Upon completion of construction and acceptance by PCU, the water distribution system will be owned and maintained by PCU. See Appendix 4 for a graphic representation of the water distribution system.

Reclaimed Water Distribution System

The District presently does not have any plans to finance or install any portion of a reclaimed water distribution system to serve the development. There exists an opportunity for the District to make a reclaimed water connection at the Southwest corner of Tyndall Road and Curley Road to serve the Development pending review and additional information from PCU.

Stormwater Management System

A comprehensive system of surface water management ponds are proposed to manage the water quality and quantity of impacts associated with the Development. These ponds will provide water quality treatment and stormwater runoff attenuation, designed in accordance with guidelines set by the Southwest Florida Water Management District (the "SWFWMD") and the Pasco County Land Development Code (the "LDC") for basis of review. Additionally, these ponds will provide 100-year flood control, conveyance of stormwater through and around the District and for the ongoing function of the onsite natural wetland systems.

A box culvert system is proposed as a part of the stormwater management system and is roughly located directly North of the intersection of Tyndall Road and Wirt Road. This (2) 12'X8' barrel system is intended to convey surface water flows associated with wetland systems within the District to the 100-year flood elevation and produce no deleterious upstream or downstream impacts.

Materials excavated from the surface water management ponds and/or floodplain management ponds are anticipated to remain within the Development for use in roadway construction and site grading. However, any grading in connection with the preparation of pads for private home sites or on other private property within the Development will not be funded by the District. Any material excavated from pond or mitigation areas constructed on lands owned by the District shall be used only for improvements within the CIP.

Upon completion of the stormwater management system it will be owned and maintained by the District except facilities that will be dedicated to Pasco County Facilities Management upon acceptance of the public portions of Tyndall Road and Wirt Road. Also, all portions of the stormwater management system that carry offsite flows associated with the 100-year one day storm event through the Development, Pasco County reserves a form of limited form of rights of ingress/egress to perform maintenance related activities to the stormwater infrastructure.

Conservation/Mitigation

The Development will also involve Category 1, 2, and 3 wetland conservation areas with upland buffers. These areas are anticipated to be owned and maintained by the District for ongoing governmental operation and maintenance. The District my fund planting and mitigation work within the areas as well as provide such long-term operation and maintenance of the areas in compliance with the LDC and the Environmental Resource Permit from the SWFWMD.

Landscaping, Hardscaping, and Irrigation

The District will provide common area landscaping, landscape buffers, entry monuments, supporting facilities, common signage, and common area irrigation for the Development. These facilities will be owned and maintained by the District.

Recreational/Amenity Facilities

The District presently intends to finance all or a portion of the recreational amenity facilities for the Development. Upon completion of construction of any recreational amenity facility, such facility will be owned and maintained by the District.

Underground Electrical Utilities

The Development will include street lighting and underground electrical systems, but the cost estimates do not include such improvements because they will be constructed, owned, and operated by either Withlacoochee Regional Electrical Company or Tampa Electric Company. See Appendix 7 for approximate electrical service area overlays relative to the District boundaries.

The CIP includes a cost differential of undergrounding the electric utiltiies associated with the electricity to District owned property.

Professional Services

Professional Services fees include civil engineering costs for site design, permitting, inspection, master planning, survey costs for constructions taking and as-built drawings, preliminary and final plats, geotechnical costs for pre-design soil borings, underdrain analyses and construction inspection, and landscape and recreation design, as it all is directly replated to the CIP. Also included in this category are fees associated with environmental consultation and permitting, and any other miscellaneous professional fees, such as district legal fees, financial consultant fees, and other consultant fees.

Ownership and Maintenance

Ownership and maintenance of the improvements is generally anticipated as set forth in the O&M of Improvements section of the Report.

It is anticipated that, in addition to the annual non-ad valorem assessments to be levied and collected by the District to pay debt service on its bonds to finance the CIP, the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of operating and maintaining District-owned improvements.

Permit Status

See the Current Permitting Status section of the Report for a list of current and pending permits and approvals needed to construct the initial phases of the Development as well as permitting that may be needed for future phases.

Estimated Capital Improvement Costs

An Engineer's Estimate of Probable Costs is provided in the Report.

Engineer's Opinion

It is my professional opinion that the summary of costs outlined in the Engineer's Estimate of Probable Costs listed in the Report are sufficient to complete the construction of the items intended

Engineer's Report and Capital Improvement Plan Closing

It is my professional opinion that the infrastructure costs associated herein for the total improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will add value to and specially benefit the lands within the District equal to or in excess of the costs thereof. All infrastructure costs are for public improvements or community facilities as set forth in Sections 190.012(1) and (2) of the Florida Statutes.

The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Pasco County and quantities as represented on construction plans as of 2025. The estimated construction timeline is provided based on current plans but may vary depending on timing of actual construction.

The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process are all economic factors beyond the District's and Developer's control. Due to this inherent opportunity for fluctuation of cost, the total final cost may be more than this estimate.

Assuming project construction continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built-in substantial accordance with the approved plans and specifications, can be completed and meet their intended functions. Where necessary, historical costs, information from other professional or utility consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are reputable entities in the Pasco County area. It is therefore our opinion that the construction of the proposed project can be completed at the cost stated.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site at the expense of the Developer where the cost of doing so is less expensive than hauling such fill off-site. The District will pay the lesser of the actual cost of the construction of each component of the CIP or the fair market value.

O&M of Improvements

OWNERSHIP MATRIX		
Facility	Construction and/or Acquisition (1) (3)	Ownership
Offsite/Dedicated Improvements	CDD (2)	Pasco County
Onsite Roadways	CDD (2)	CDD
Water Distribution System	CDD (2)	Pasco County Utilities
Sanitary Sewer System	CDD (2)	Pasco County Utilities
Stormwater Management System	CDD (2)	CDD / Pasco County
Landscaping, Hardscape & Irrigation	CDD (2)	CDD
Recreational Facilities	CDD (2)	CDD
(1) It is anticipated that additional funding will be derived from other governmental entities, master developer or builders.		
(2) The Developer may fund any improvements to the extent not funded by the CDD.		
(3) At present, these improvements are to be made, acquired, constructed and/or installed from 2025-2026		

Current Permitting Status

Acacia Fields Phases 1A

Issuing Agency	Permit ID	App/Permit #	Approval Date	Expiration Date
Pasco County	Site Development Permit	RESSUB-2023-00029 SDP-2024-00074	04/03/2024	04/03/2034 (1)
Pasco County ROW	Right of Way	ROW-2023-00802	05/13/2024	11/09/2024
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit	43044889.003	02/06/2024	02/06/2029
Florida Department of Environmental Protection	Water Permit	1983-51CW08-167.13	09/24/2024	09/24/2025
Florida Department of Environmental Protection	Wastewater Permit	1736-51CS 08-167.13	09/24/2024	09/24/2025
Pasco County Utilities	Utility Construction	PCU#08-167.13	09/24/2024	09/24/2025
(1) The project must be completely platted within ten (10) years.				

Acacia Fields Phases 1B

Issuing Agency	Permit ID	App/Permit #	Approval Date	Expiration Date
Pasco County	Site Development Permit	RESSUB-2023-00029 SDP-2024-00074	04/03/2024	04/03/2034 (1)
Pasco County ROW	Right of Way	ROW-2023-00802	05/13/2024	11/09/2024
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit	43044889.003	02/06/2024	02/06/2029
Florida Department of Environmental Protection	Water Permit	1982-51CW08-167.45	09/24/2024	09/24/2025
Florida Department of Environmental Protection	Wastewater Permit	1735-51CS 08-167.45	09/24/2024	09/24/2025
Pasco County Utilities	Utility Construction	PCU#08-167.45	09/24/2025	09/24/2025
(1) The project must be completely platted within ten (10) years.				

Acacia Fields Phase 2 (AKA Boger Ranch 2)

Issuing Agency	Permit ID	App/Permit #	Approval Date	Expiration Date
Pasco County	Site Development Permit	RESSUB-2024-00058 SDP-2025-00102	04/08/2025	04/08/2035
Pasco County ROW	Right of Way	TBD	TBD	TBD
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit	43044889.005	02/04/2025	02/04/2030
Florida Department of Environmental Protection	Water Permit	TBD	TBD	TBD
Florida Department of Environmental Protection	Wastewater Permit	TBD	TBD	TBD
Pasco County Utilities	Utility Construction	PCU#08-167.42.A.1	TBD	TBD
(1) The project must be platted within ten (10) years.				

Twin Flowers

Issuing Agency	Permit ID	App/Permit #	Approval Date	Expiration Date
Pasco County	Site Development Permit	RESSUB-2023-00063 SDP-2024-00129	05/21/2024	05/21/2034 (2)
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit	43047262.000	03/07/2024	03/07/2029
Florida Department of Environmental Protection	Water Permit	1692-51CW 08-167.31	06/28/2024	06/28/2025
Florida Department of Environmental Protection	Wastewater Permit	1937-51CS 08-167.31	06/28/2024	06/28/2025
Pasco County Utilities	Utility Construction	PCU#08-167.31.A.1	06/28/2024	06/28/2025
(2) The project must be completely platted within ten (10) years.				

Engineer's Estimate of Probable Costs

Community Development District		
Estimated Capital Improvement Costs (1)		
Description	Direct Estimated Cost	Fiscal Year 2024-2028
Offsite/ Dedicated Improvements	$8,304,483.00	$8,304,483.00
Roadways	$3,456,231.00	$3,456,231.00
Stormwater Management System	$3,694,766.00	$3,694,766.00
Sanitary Sewer Collection System	$2,216,993.00	$2,216,993.00
Water Distribution System	$1,513,696.00	$1,513,696.00
Landscaping / Irrigation / Grading	$5,650,370.00	$5,650,370.00
Recreational /Amenity Facilities	$3,500,000.00	$3,500,000.00
Professional Services (15% Of Materials)	$4,250,477.00	$4,250,477.00
Material Increase and Market Volatility (20% Of Materials)	$5,667,303.00	$5,667,303.00
Contingency (20% Of Materials)	$5,667,303.00	$5,667,303.00
TOTAL	**$44,171,122.00**	**$44,171,122.00**

(1) Cost estimate provided as of 2025

APPENDIX

General Location	Appendix 1
Legal Description Sketch	Appendix 2
Current Existing Conditions	Appendix 3
Master Utility	Appendix 4
Future Land Use	Appendix 5
Rezonings	Appendix 6
Electrical Service Area	Appendix 7

APPENDIX 1

General Location

Bayou Branch

Evanston Ln

Curley Rd

Rudolph Ln

Tyndall Rd

Bayou Branch

PROJECT LOCATION

Smith St

Curley Rd

Spruce Ln

Sunny Slope Ln

GENERAL LOCATION

TAMPA CIVIL

APPENDIX 2

Legal Description

LEGAL DESCRIPTION:

ACACIA FIELDS PHASE 1A

A SUBDIVISION OF LAND BEING A PORTION OF SECTIONS 13, 14, AND 23. TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA: THENCE N89°56' 14"W. ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION) FOR 1,940.93 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, NOO° 49' 19°E, FOR 10.21 FEET: THENCE $88°05'58"W, FOR 169.06 FEET: THENCE $85°45'25"W. FOR 58.77 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14: THENCE $89°56' 14'E. ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14 FOR 16.50 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, 500° 19'38"W. FOR 4.44 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE WESTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF S02° 15'02 E. HAVING A RADIUS OF 5,330.24 FEET. A CENTRAL ANGLE OF 01°36'55", AN ARC LENGTH OF 150.27 FEET, AND A CHORD BEARING $86°56'31 W. FOR 150.26 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE WESTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF 503°50'04 E. HAVING A RADIUS OF 5,330.27 FEET, A CENTRAL ANGLE OF 01°37'01", AN ARC LENGTH OF 150.42 FEET, AND A CHORD BEARING $85°21'26°W, FOR 150.42 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE: THENCE $84°32'55"W. FOR 94.80 FEET: THENCE S87°42' 15"W. FOR 70.04 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577). AS DESCRIBED IN OFFICIAL RECORDS BOOK 10719, PAGE 2882. OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA: THENCE NOO° 11'21 E. ALONG SAID EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577). AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 10719. PAGE 2882. AND THE EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577). AS DESCRIBED IN OFFICIAL RECORDS BOOK 10663, PAGE 457, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 36.95 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14: THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577), AS DESCRIBED IN OFFICIAL RECORDS BOOK 10663. PAGE 457. 589°56' 14°E. ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, FOR 337.65 FEET: THENCE LEAVING SAID SOUTH LINE OF THE

SOUTHEAST 1/4 OF SECTION 14. NOO°33'07"E, FOR 35.00 FEET TO THE SOUTHEAST CORNER OF LOT I. SAME BEING THE SOUTHWEST CORNER OF LOT 2. BOTH ACCORDING TO THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4304. PAGE 1761. OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA: THENCE N89° 56' 14"W. ALONG THE SOUTH LINE OF SAID LOT I, FOR 325.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT I, SAME BEING THE POINT OF INTERSECTION WITH THE EAST LINE OF A PERPETUAL EASEMENT FOR RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4175, PAGE 1387, OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA: THENCE NOO° 11'21'E. ALONG THE WEST LINE OF SAID LOT 1. SAME BEING SAID EAST LINE OF A PERPETUAL EASEMENT FOR RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4175, PAGE 1387, FOR 17.82 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE LEAVING SAID WEST LINE OF LOT I, SAME BEING SAID EAST LINE OF A PERPETUAL EASEMENT FOR RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4175, PAGE 1387, EASTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF S04°01'24"E. HAVING A RADIUS OF 6,748.03 FEET, A CENTRAL ANGLE OF 00°30'02". AN ARC LENGTH OF 58.96 FEET, AND A CHORD BEARING N86° 13'37°E. FOR 58.96 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE EASTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF S06°22'48°E, HAVING A RADIUS OF 5,421.24 FEET, A CENTRAL ANGLE OF 02°50'14". AN ARC LENGTH OF 268.45 FEET, AND A CHORD BEARING N85°02' 19°E, FOR 268.42 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT I, SAME BEING THE WEST LINE OF SAID LOT 2. SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE: THENCE S00°33'07 W. ALONG SAID EAST LINE OF LOT I. SAME BEING SAID WEST LINE OF LOT 2. FOR 11.59 FEET: THENCE LEAVING SAID EAST LINE OF LOT 1, N88°05'58 E. FOR 338.20 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION: THENCE NOO° 49' 19°E, ALONG SAID EAST LINE OF THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION AND THE NORTHERLY EXTENSION OF SAID EAST LINE OF THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION, RESPECTIVELY, FOR 1,404.83 FEET: THENCE LEAVING SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION, S89°54'37°E, FOR 412.64 FEET: THENCE S00°45' 10"W. FOR 588.27 FEET: THENCE $89°53'49°E, FOR 320.56 FEET: THENCE $30°02'05 E. FOR 327.50 FEET: THENCE 587 10'49"E. FOR 169.94 FEET: THENCE $61°57' 14°E. FOR 30.70 FEET: THENCE $69°55'37"E, FOR 448.86 FEET: THENCE $58°55' 14"E. FOR 44.16 FEET: THENCE N86°22'48"E. FOR 243.06 FEET: THENCE $43° 50'51 E. FOR 155.44 FEET: THENCE S01°07'29 W. FOR 182.31 FEET: THENCE 588°52'31 E. FOR 26.86 FEET: THENCE SO1°06'20°W, FOR 23.90 FEET: THENCE $89°56'35°E. FOR 96.48 FEET:

THENCE 500°01'29 W. FOR 110.97 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA: THENCE N89°58'05"W. ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 FOR 71.43 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. NORTHWESTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF $66°21'19°W, HAVING A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 66° 18'39". AN ARC LENGTH OF 19.67 FEET, AND A CHORD BEARING N56°48'00 W, FOR 18.60 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE: THENCE N89° 55'09"W, FOR 8.34 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. SAID BEING THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 14: THENCE SOI°05'25"W. ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. SAME BEING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14 FOR 10.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,581,891 SQUARE FEET OR 36.315 ACRES, MORE OR LESS.

ACACIA FIELDS PHASE 1B

A SUBDIVISION OF LAND BEING A PORTION OF SECTIONS 13 AND 14. TOWNSHIP 25 SOUTH, RANGE 20 EAST. PASCO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA: THENCE $8958 05''E. ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION). FOR 96.52 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, NOO 01 29''E. FOR 110.97 FEET TO THE POINT OF BEGINNING; THENCE N89°56'35°W, FOR 96.48 FEET; THENCE NO1°06'20°E, FOR 23.90 FEET; THENCE N88 52 51°W, FOR 26.86 FEET; THENCE NO1°07'29''E. FOR 182.31 FEET: THENCE N43°50'51"W. FOR 155.44 FEET: THENCE 586°22'48'W, FOR 243.06 FEET: THENCE N58°55'14''W, FOR 44.16 FEET: THENCE N69°55'57"W, FOR 448.86 FEET: THENCE N61°57' 14"W. FOR 30.70 FEET: THENCE N87 10'49"W. FOR 169.94 FEET: THENCE N30°02'05"W, FOR 327.50 FEET; THENCE $89°53'49''E, FOR 791.49 FEET; THENCE NOI 02 26''E, FOR 187.18 FEET; THENCE 587 59'49"E. FOR 194.69 FEET: THENCE 501 55'02"W, FOR 35.57 FEET: THENCE $77°03'41"E. FOR 199.06 FEET: THENCE N25°13'46"E. FOR 28.05 FEET: THENCE NO114'11"E. FOR

267.51 FEET: THENCE 388°26'53"E. FOR 18.66 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15: THENCE NO1 05 25°E, ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 35.91 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15: THENCE 589 67 68°E. ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. FOR 1,321.26 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE 500°57'02"W, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15. FOR 1,326.80 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE N89°58'05"W. ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 662.18 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. NOO 68'22"E. FOR 296.38 FEET: THENCE N8969'50"W. FOR 571.71 FEET: THENCE 500°01'29°W, FOR 185.07 FEET TO THE POINT OF BEGINNING

CONTAINING 2,100,957 SQUARE FEET OR 48.251 ACRES, MORE OR LESS.

TWINFLOWERS

THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°24'32" WEST, 2,657.50 FEET ALONG THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°51'06" WEST, 661.41 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 00°22'39" EAST, 2,656.50 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 89°56'14" EAST, 662.87 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING.

SAID DESCRIBED LANDS CONTAINING 40.39 ACRES.

APPENDIX 3

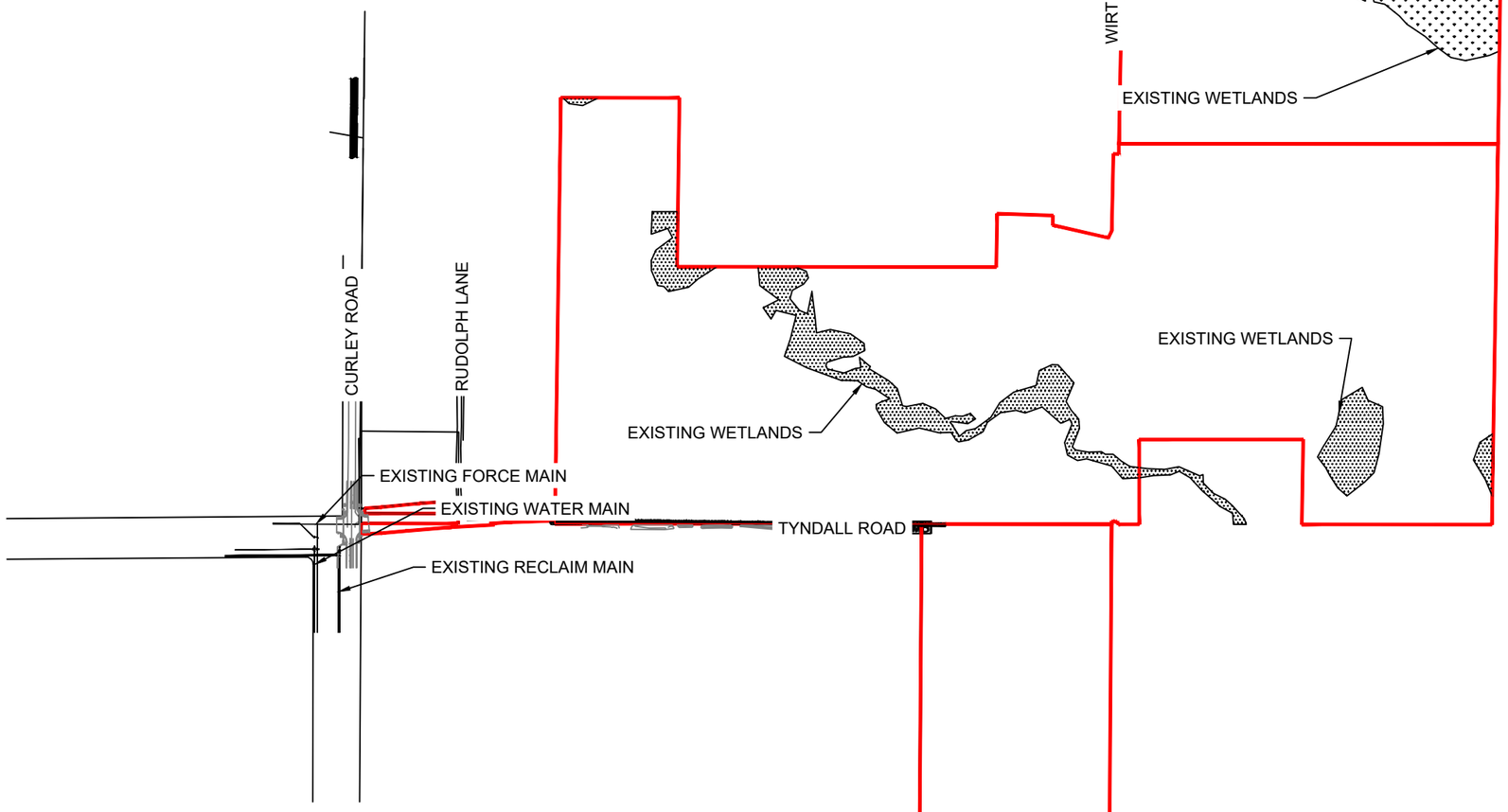
Existing Conditions

LEGEND:

EXTERNAL BOUNDARY OF PROPOSED DISTRICT

NORTH

SCALE:
1"= 500'



TAMPA CIVIL

EXISTING CONDITIONS

APPENDIX 4

Master Utility

LEGEND:

WATER MAIN

GRAVITY SEWER

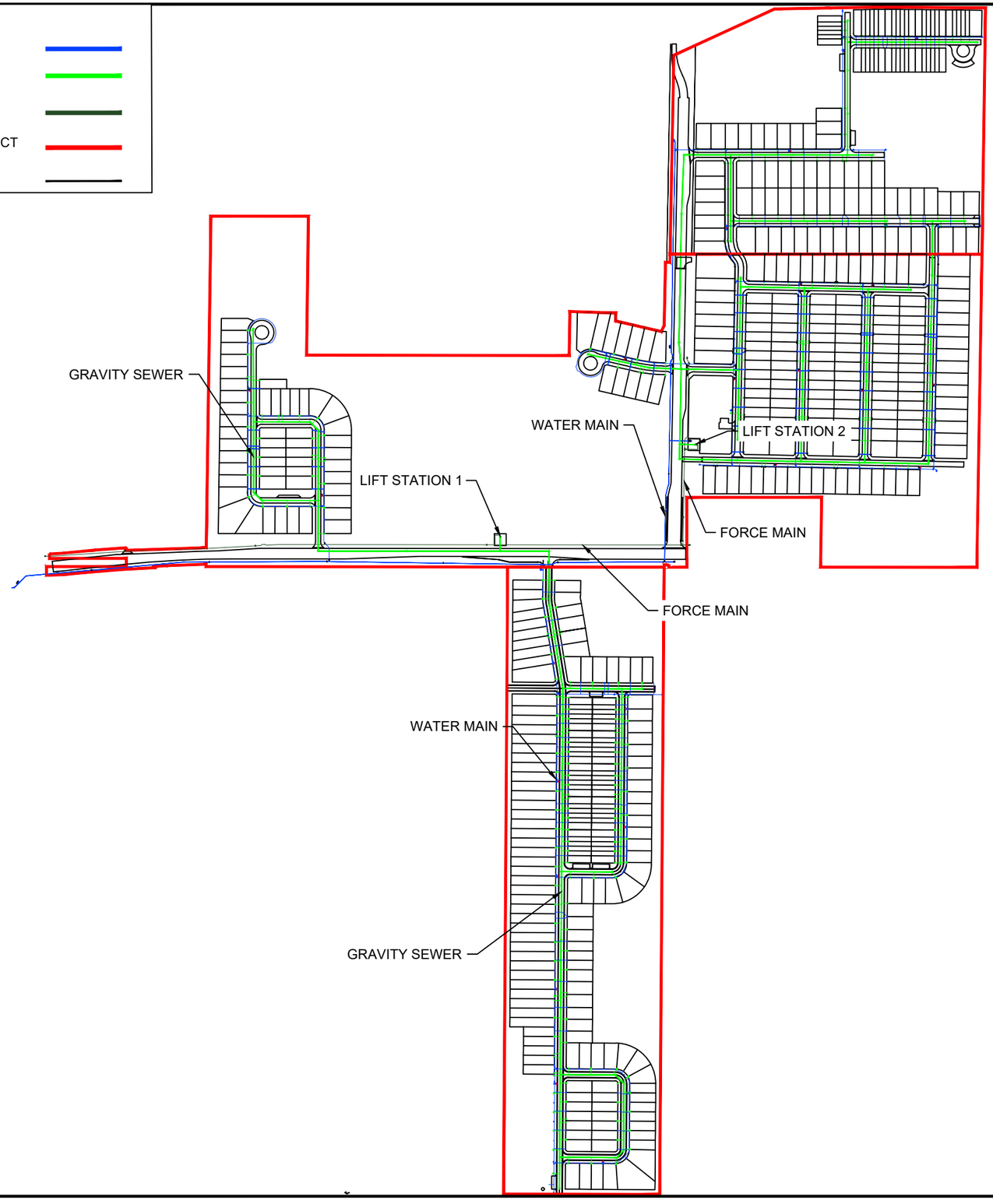
FORCE MAIN

EXTERNAL BOUNDARY OF PROPOSED DISTRICT

PROPOSED PARCELS

NORTH

SCALE:
1"= 500'



TAMPA CIVIL

MASTER UTILITY

APPENDIX 5

Future Land Use

LEGEND:

EXTERNAL BOUNDARY OF PROPOSED DISTRICT

NORTH

SCALE:
1"= 500'

VILLAGE MIXED USE - TYPE 2B

RESIDENTIAL - 3du/ga*

CONSERVATION LANDS

RESIDENTIAL - 1du/ga*

FUTURE LAND USE

TAMPA CIVIL

APPENDIX 6

Rezonings

BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.**: PDD19-7383 **DATE**: 6/~~11~~**21**/19

SUBJECT: ZONING AMENDMENT (CONSENT) – Boger Ranch MPUD Master Planned Unit Development, Villages of Pasadena Hills Village F – Boger Ranch, LLC – A Rezoning Request From A-C Agricultural Zoning District to an MPUD Master Planned Unit Development District to Allow 215 Single-Family Detached Dwelling Units on Approximately 85.8 Acres (Board of County Commissioners (BCC): 6/19/19; 1:30 p.m., NPR)

REFERENCE: Land Development Code Section 402.2, Zoning Amendment – MPUD; Section 522 – MPUD Zoning District

THRU: Don L. Rosenthal, M.B.A., CPM, Assistant County Administrator (Development Services)

FROM: Nectarios C. Pittos, AICP, Planning and Development Director

RECOMMENDED BOARD ACTION:

Adopt the MPUD rezoning request and the variation request subject to the attached rezoning conditions of approval. Authorize the Chairman to execute one original of the Resolution provided and direct the Board Records Department to distribute as set forth below under the Distribution section.

The Pasadena Hills Planning and Policy Committee heard the proposed request at the May 14, 2019 meeting and recommended approval with an additional condition that the applicant holds a meeting with the neighborhood to discuss potential buffer types to shield their properties in the Rural Enclave area from proposed development, prior to the BCC meeting.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Proposed is a rezoning request from A-C Agricultural Zoning District to MPUD Master Planned Unit Development District to allow 215 single-family detached dwellings on approximately 85.8 acres.

The lead planner and author of this document is Tammy Snyder, M.B.A., Senior Planner.

The applicant is also proposing a variation from the Villages of Pasadena Hills Financial Plan (VoPH Financial Plan) per the attached Condition of Approval Nos. 15.e and 16.e.

- The VoPH Financial Plan specifies that that the applicant/developer shall not receive VoPH Transportation Development Fee credits if a roadway/right-of-way lies entirely within the subject property and the applicant/developer are not required to acquire land for right-of-way from neighboring properties.
    - Per VoPH Exhibit 602.E, the proposed roadway alignment for Tyndall Road straddles the southern property line of the subject property and the northern property lines of the neighbors to the south, which would require the applicant/developer to acquire additional land from abutting properties.

- In order to avoid such a burden on the neighbors which would reduce the size of their properties, the applicant/developer is proposing to realign the right-of-way entirely onto the subject property thereby allowing the smaller parcels to the south to retain their land.

The applicant is also proposing a variation from the Pasco County Comprehensive Plan, Policy FLU 6.5.6, Rural-Enclave Buffer, to reduce the width of the proposed buffer between existing residents in the Rural-Enclave Area and the proposed residential development from 100 feet to 50 feet while including sufficient plantings (trees, understory trees, and shrubs) and a pvc/vinyl fence to create a visual screen and sound barrier. Staff has reviewed the request and is amenable to the variation as the intent of this section is to protect existing neighborhoods from interference within the rural enclaves caused by the visual impacts of adjacent urban development, and creating a natural vegetative visual screen meets the intent without disturbing the rural character of the area.

The proposed development is located northeast of the intersection of Curley Road and Tyndall Road, approximately two miles south of State Road 52 (PID: 14-25-20-0000-00300-0040; 13-25-20-0000-00300-0020).

Commission District:	The Honorable Ronald E. Oakley
Project Name:	Boger Ranch MPUD
Applicants' Names:	Boger Ranch, LLC
Zoning District:	A-C Agricultural
Proposed Zoning District:	MPUD
Future Land Use Classification:	Village Mixed Use – Type 2B
Water/Sewage:	Pasco/Pasco
Flood Zone:	AE and X
No. of Dwelling Units:	215
Type of Dwelling Units:	Single-Family Detached
Roads/Access:	Curley Road

The subject parcels retain their original A-C Agricultural Zoning District.

On January 8, 2008, the BCC adopted the Villages of Pasadena Hills 2050 Comprehensive Plan Amendment No. 08-1 (VoPH Area Plan).

On February 10, 2009, the BCC adopted the Villages of Pasadena Hills Financial Plan (VoPH Financial Plan).

On August 10, 2010, the BCC approved Petition 6926, rezoning Village F, Parcel F-1 from A-C Agricultural District to MPUD Master Planned Unit Development District, and changed the land use of the entire village from AG (Agricultural) to VMU-2B (Village Mixed-Use, Type 2B) and Core Reserve.

On November 1, 2010, CPAL 10-1(9), amendment to the Comprehensive Plan became effective. The initial purpose of the amendment was to correct a scrivener's error, however, additional revisions were proposed to more effectively allocate potential development entitlements and reduce foreseeable hardships on development which include modifying boundary lines, amending village types, allowing the use of an equivalency matrix, modifying the proposed roadway alignment, redistributing densities, and allowing the co-location of parks to create a "super park".

FINDINGS OF FACT:

1. Presently, the subject site vacant/unimproved.

2. The surrounding zoning district and current/future land use is as follows:

	Future Land Use	Zoning District	Existing Use
North:	Village Mixed-Use – Type 2B	A-C Agricultural; A-R Agricultural-Residential	Single-Family Residences Farm/Pastureland Wetlands
South:	Village Mixed-Use – Type 2B RES-3 (Residential – 3 du/ga)	A-C Agricultural; A-R Agricultural-Residential	Single-Family Residences Farm/Pastureland Wetlands
East:	Village Mixed-Use – Type 2B	MPUD Master Planned Unit Development (Evans Parcel F-1 Village F)	Vacant/Unimproved
West:	RES-3 (Residential – 3 du/ga)	A-R Agricultural-Residential	Single-Family Residences Farm/Pastureland

3. The subject parcel is a portion of Village F and is defined as a "Type 2B Village" in the VoPH Area Plan.

4. The applicant is requesting a variation approval from the Villages of Pasadena Hills Financial Plan (VoPH Financial Plan) per the Condition of Approval Nos. 15.e and 16.e, attached hereto. The VoPH Financial Plan states that the applicant/developer shall not receive VoPH Transportation Development Fee credits if a roadway lies entirely within the subject property and the applicant/developer is not required to purchase land for right-of-way from neighboring properties. The proposed roadway alignment for Tyndall Road straddles the southern property line of the subject property, which would require the applicant/developer to acquire additional land from abutting properties; therefore, in order to avoid such a burden on the neighbors and reduce their land, the applicant/developer is proposing to realign the right-of-way entirely onto the subject property. Staff has reviewed the request and is amenable to allowing the variation per the above justification.

5. Per the Pasadena Hills Planning and Policy Committee directive/condition imposed at the May 14, 2019 committee meeting, the applicant held a neighborhood meeting with residents regarding the buffer requirements between them and the project in order to discuss the details such as buffer width, types of plantings, spacing of plantings, and fence. The applicant held said meeting on June 3, 2019 and has provided meeting minutes, sign-in sheet, and the exhibits as discussed. As a result of the meeting, Condition of Approval No. 10 was added to include the requested buffer requirements.

6. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan. Further, the Board finds that the proposed variation from the VoPH Financial Plan referenced above meets or exceeds the intent of the VoPH Financial Plan, and the variation from the Comprehensive Plan meets the intent of the Comprehensive Plan by providing the required visual screen.

PASADENA HILLS PLANNING AND POLICY COMMITTEE ACTION: (5/14/19)

The item was pulled from the Consent Agenda for discussion. The School Board discussed why they decided not to impose a school site on the subject property, subject to a condition

previously negotiated by the School Board and the applicant and included in the project's Conditions of Approval. Citizens discussed the following topics:

- Density concerns within a rural area
- The 'taking' of land for ROW and the removal of trees that currently exist in the area
- Potential flooding/floodplain issues

The Committee unanimously approved the project with the condition that the applicant/developer holds a meeting with the neighborhood to discuss potential buffer types to shield their properties in the Rural Enclave from the proposed development, prior to the BCC meeting on June 19, 2019.

BOARD OF COUNTY COMMISSIONER ACTION: (6/19/19)

The item was pulled from the Consent Agenda so that a citizen may ask a question regarding the proposed roadway construction for Tyndall Road as it was his understanding it would be the County who would be responsible; the applicant clarified that the roadway will be constructed by the developer at the time of construction of the project. There were no other questions or discussions and the Board unanimously approved the rezoning request.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this recommendation.

DISTRIBUTION:

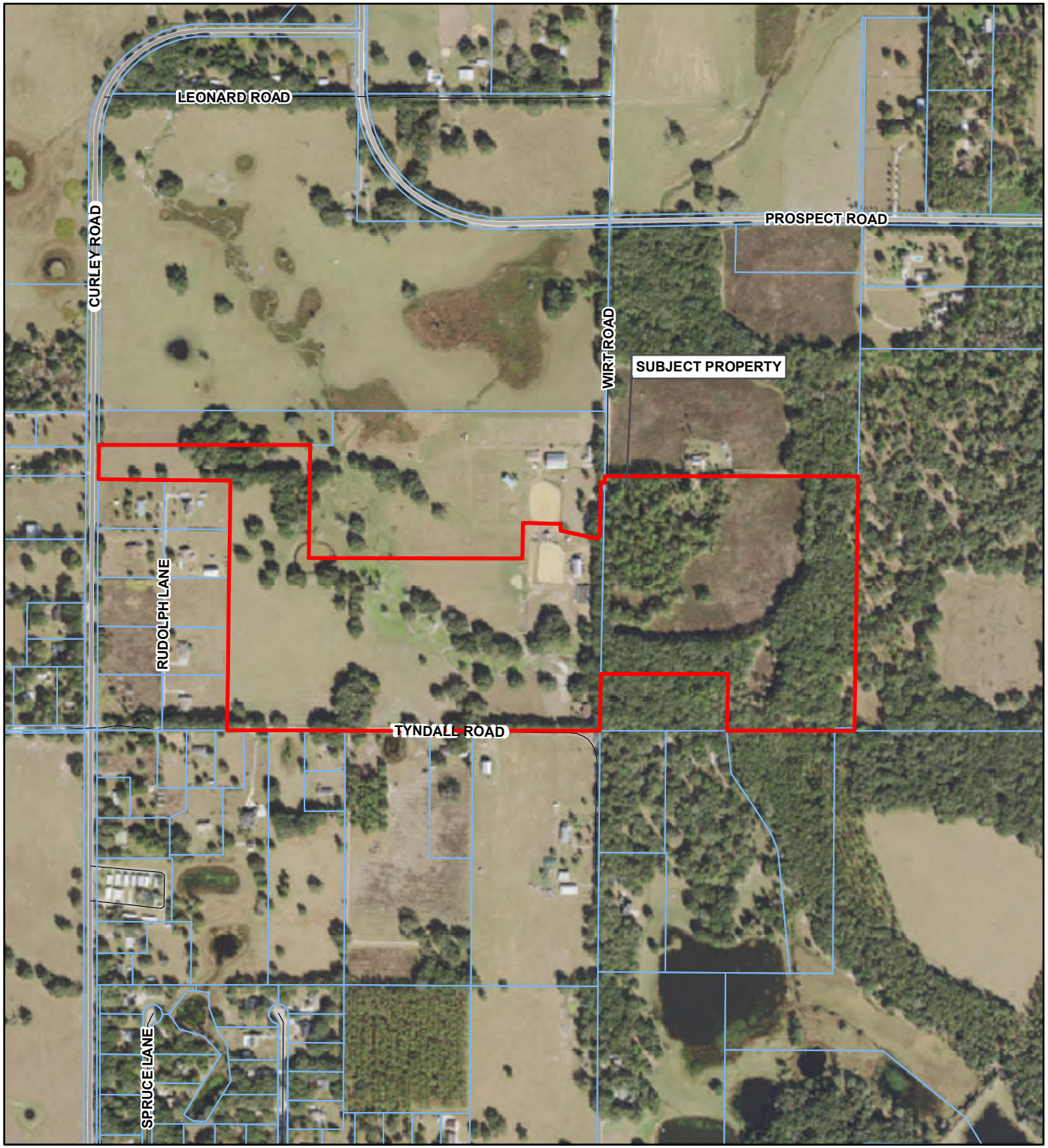
Board Records Department to distribute as set forth below:

1. Retain one original.

ATTACHMENTS:

1. Location Map
2. Resolution
3. Exhibits A, B, and C
4. Neighborhood Meeting Minutes, Sign-in, and Exhibits
5. Public Notice

DLR/NCP/DH/ts/PDD19-7383 Agenda Boger Ranch MPUD



RZ-7383
A-C TO MPUD

13-25-20-0000-00300-0020
14-25-20-0000-00300-0040

BOGER RANCH, LLC/VOPH VLG F
BOGER RANCH MPUD
P O BOX 357
LUTZ, FL 33548

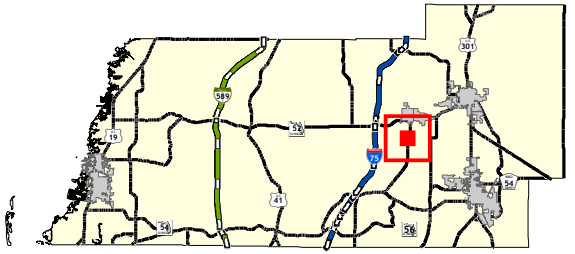
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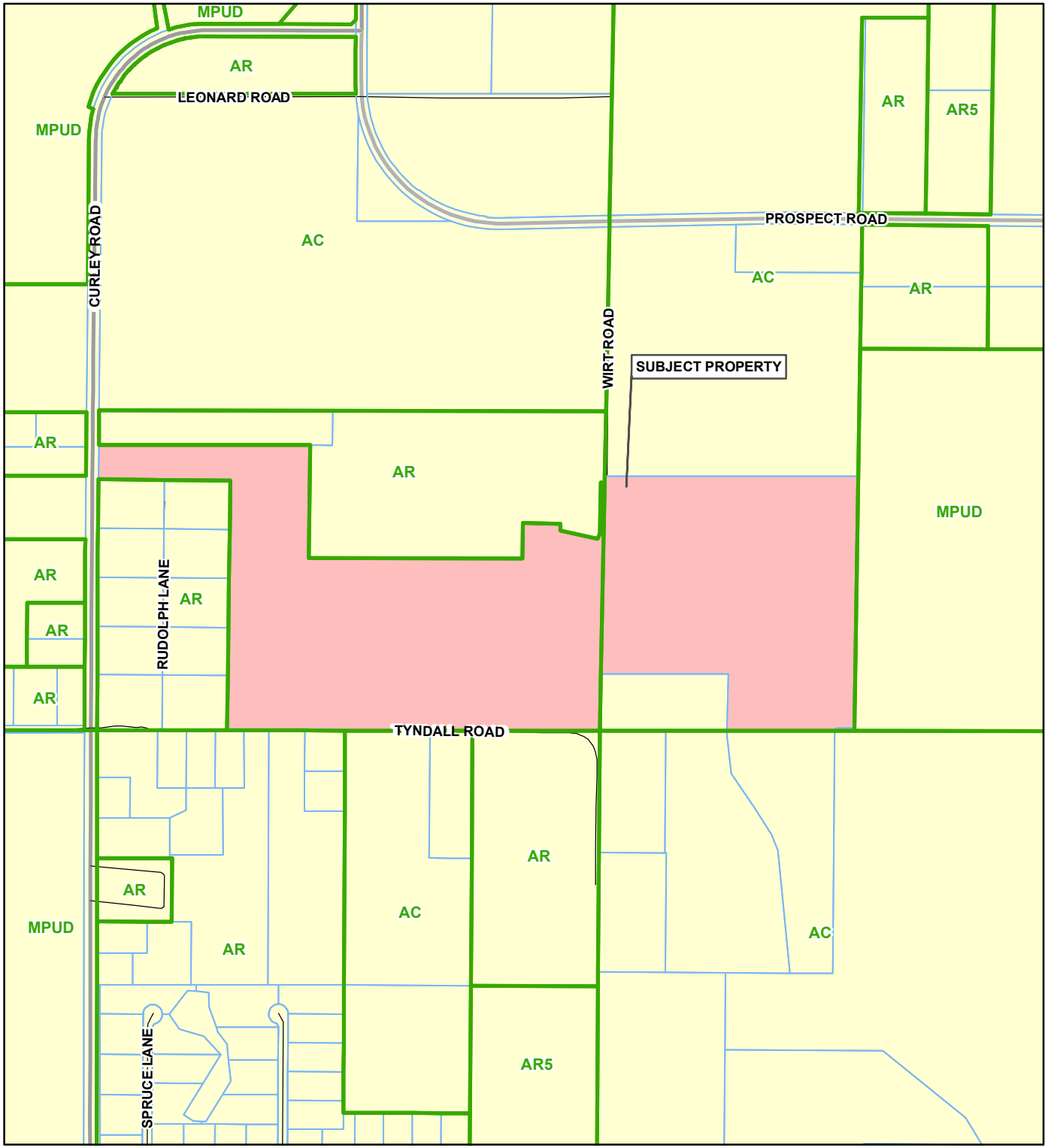
TAZ-362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY

0 600 1,200
Feet

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marnold 12/10/2018





RZ-7383
A-C TO MPUD

13-25-20-0000-00300-0020
14-25-20-0000-00300-0040

BOGER RANCH, LLC/VOPH VLG F
BOGER RANCH MPUD
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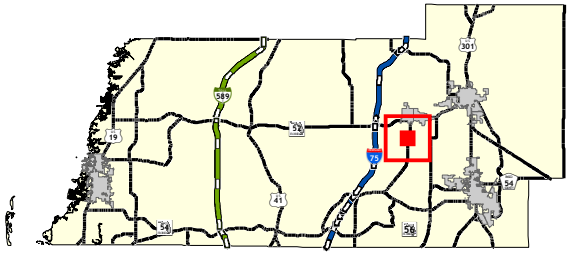
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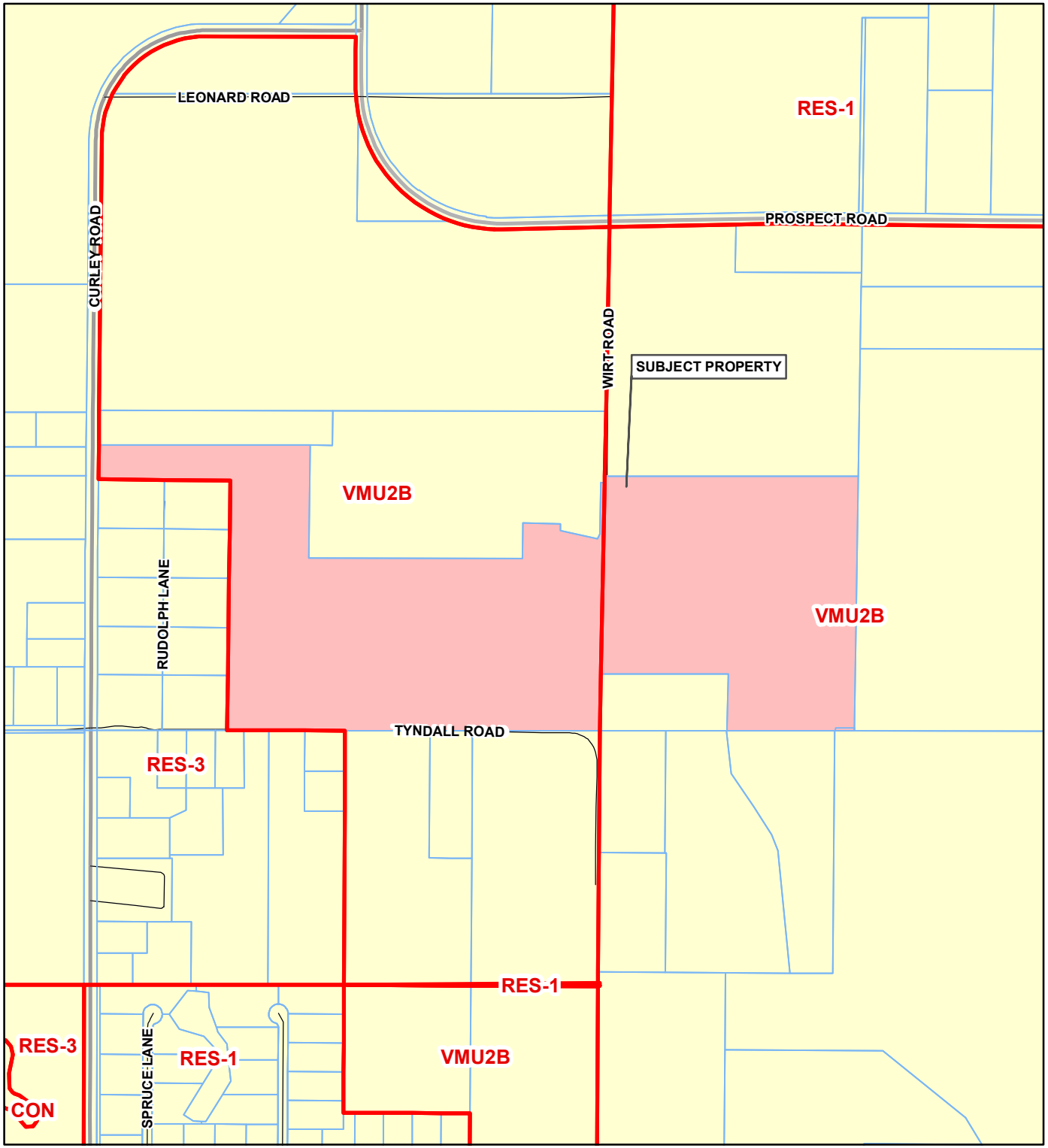
TAZ-362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY
EXISTING ZONING

0 600 1,200
Feet

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marnold 12/10/2018





RZ-7383
A-C TO MPUD

13-25-20-0000-00300-0020
14-25-20-0000-00300-0040

BOGER RANCH, LLC/VOPH VLG F
BOGER RANCH MPUD
P O BOX 357
LUTZ, FL 33548

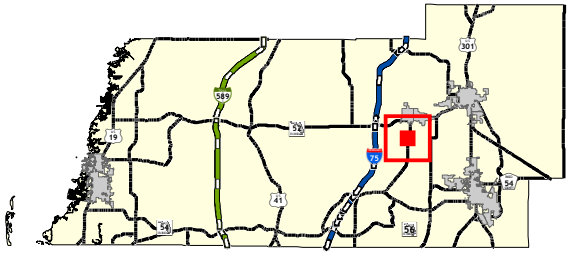
PHYSICAL ADDRESS:
10137-10210 WIRT RD

TAZ-362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY
FUTURE LAND USE 2025

0 600 1,200
Feet

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marnold 12/10/2018



REVISED

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 19-66RZ**

RESOLUTION AMENDING ZONING CLASSIFICATION OF PROPERTY DESCRIBED IN REZONING PETITION NO. 7383 FROM AN A-C AGRICULTURAL ZONING DISTRICT TO AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on June 19, 2019, on Rezoning Application No. 7383; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Pasadena Hills Planning and Policy Committee and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. Proposed is a rezoning request for an A-C Agricultural Zoning District to an MPUD Master Planned Unit Development District to allow 130 single-family detached units on approximately 46.77 acres.

2. The property is located northeast of the intersection of Curley Road and Tyndall Road, approximately two miles south of State Road 52 (PID: 14-25-20-0000-00300-0040; 13-25-20-0000-00300-0020).

3. The subject parcels retain their original A-C Agricultural Zoning District.

4. On January 8, 2008, the BCC adopted the Villages of Pasadena Hills 2050 Comprehensive Plan Amendment No. 08-1 (VoPH Area Plan).

5. On February 10, 2009, the BCC adopted the Villages of Pasadena Hills Financial Plan (VoPH Financial Plan).

6. On August 10, 2010, the BCC approved Petition 6926, rezoning Village F, Parcel

F-1 from A-C Agricultural District to MPUD Master Planned Unit Development District, and changed the land use of the entire village from AG (Agricultural) to VMU-2B (Village Mixed-Use, Type 2B) and Core Reserve.

7. On November 1, 2010, CPAL 10-1(9), amendment to the Comprehensive Plan became effective. The initial purpose of the amendment was to correct a scrivener's error, however, additional revisions were proposed to more effectively allocate potential development entitlements and reduce foreseeable hardships on development which include modifying boundary lines, amending village types, allowing the use of an equivalency matrix, modifying the proposed roadway alignment, redistributing densities, and allowing the co-location of parks to create a "super park".

8. Presently, the property is unimproved.

9. The surrounding zoning districts, existing land uses, and future land uses are as follows:

	Future Land Use	Zoning District	Existing Use
North:	Village Mixed-Use – Type 2B	A-C Agricultural; A-R Agricultural-Residential	Single-Family Residences Farm/Pastureland Wetlands
South:	Village Mixed-Use – Type 2B RES-3 (Residential – 3 du/ga)	A-C Agricultural; A-R Agricultural-Residential	Single-Family Residences Farm/Pastureland Wetlands
East:	Village Mixed-Use – Type 2B	MPUD Master Planned Unit Development (Evans Parcel F-1 Village F)	Vacant/Unimproved
West:	RES-3 (Residential – 3 du/ga)	A-R Agricultural-Residential	Single-Family Residences Farm/Pastureland

10. The subject parcel is a portion of Village F and is defined as a "Type 2B Village" in the VoPH Area Plan.

11. The applicant is requesting a variation approval from the Villages of Pasadena Hills Financial Plan (VoPH Financial Plan) per the Condition of Approval Nos. 15.e and 16.e,

attached hereto. The VoPH Financial Plan states that the applicant/developer shall not receive VoPH Transportation Development Fee credits if a roadway lies entirely within the subject property and the applicant/developer is not required to purchase land for right-of-way from neighboring properties. The proposed roadway alignment for Tyndall Road straddles the southern property line of the subject property, which would require the applicant/developer to acquire additional land from abutting properties; therefore, in order to avoid such a burden on the neighbors and reduce their land, the applicant/developer is proposing to realign the right-of-way entirely onto the subject property. Staff has reviewed the request and is amenable to allowing the variation per the above justification.

12. The applicant is also proposing a variation from the Pasco County Comprehensive Plan, Policy FLU 6.5.6, Rural-Enclave Buffer, to reduce the width of the proposed buffer between existing residents in the Rural-Enclave Area and the proposed residential development from 100 feet to 50 feet while including sufficient plantings (trees, understory trees, and shrubs) and a pvc/vinyl fence to create a visual screen and sound barrier. Staff has reviewed the request and is amenable to the variation as the intent of this section is to protect existing neighborhoods from interference within the rural enclaves caused by the visual impacts of adjacent urban development, and creating a natural vegetative visual screen meets the intent without disturbing the rural character of the area.

13. Per the Pasadena Hills Planning and Policy Committee directive/condition imposed at the May 14, 2019 committee meeting, the applicant held a neighborhood meeting with residents regarding the buffer requirements between them and the project in order to discuss the details such as buffer width, types of plantings, spacing of plantings, and fence. The applicant held said meeting on June 3, 2019 and has provided meeting minutes, sign-in sheet, and the exhibits as discussed. As a result of the meeting, Condition of Approval No. 10 was added to include the requested buffer requirements.

14. The proposed request is consistent with the Pasco County LDC, Chapter 400,

Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan. Further, the Board finds that the proposed variation from the VoPH Financial Plan referenced above meets or exceeds the intent of the VoPH Financial Plan, and the variation from the Comprehensive Plan meets the intent of the Comprehensive Plan by providing the required visual screen.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the zoning classification should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 19th day of June, 2019 that the zoning classification of the following described real property is hereby amended to an MPUD Master Planned Unit Development, subject to the conditions and master plan for the Boger Ranch MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 19th day of June, 2019.

(SEAL)

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK
& COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

RONALD E. OAKLEY, CHAIRMAN

APPROVED
IN SESSION
JUN 19 2019
PASCO COUNTY
BCC

P7

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION: Boger Ranch

PARCEL A
(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 544972)
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, FOR A POINT OF BEGINNING; THENCE NORTH 89*53*44” WEST ALONG THE SOUTH BOUNDARY OF THE SAID SOUTHEAST 1/4, 1941.05 FEET; THENCE NORTH 00*51*49” EAST 1300.00 FEET; THENCE NORTH 89*2310" WEST, 687.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF C.R. 577; THENCE NORTH 00°37*35” EAST ALONG THE SAID EASTERLY RIGHT-OF-WAY 179.13 FEET; THENCE SOUTH 89*53*44” EAST, 1101.08 FEET; THENCE SOUTH 00*51*49” WEST 588.27 FEET; THENCE SOUTH 89*48*46” EAST, 1112.24 FEET; THENCE NORTH 01*07*29” EAST, 187.18 FEET; THENCE SOUTH 87*54*46” EAST, 194.69 FEET; THENCE ' SOUTH 02*06*51” WEST, 33.63 FEET; THENCE SOUTH 77*16*19” EAST, 198.99 FEET; THENCE NORTH 24*59*45” EAST 27.90 FEET; THENCE NORTH 01*07*28” EAST 267.57 FEET; THENCE SOUTH 88*33*36” EAST 19.59 FEET TO A POINT ON THE EAST BOUNDARY OF THE SAID SOUTHEAST 1/4; THENCE SOUTH 01*07*29” WEST ALONG THE EAST BOUNDARY OF THE SAID SOUTHEAST 1/4, 1291.42 FEET TO THE POINT OF BEGINNING.

AND
PARCEL B
(PER OFFICIAL RECORD BOOK 1799, PAGE 1886, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA) THE SOUTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST; LESS AND EXCEPT THE SOUTH 296.0
FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.

EXHIBIT B

CONDITIONS OF APPROVAL

VILLAGES OF PASADENA HILLS
BOGER RANCH/VILLAGE F
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7383

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted November 1, 2018; March 8, 2019; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

Instructions

2. The developer shall submit, within 45 days of the BCC approval, or prior to the first preliminary plan/preliminary site plan submittal, whichever occurs first, four sets of the revised MPUD Master Planned Unit Development Plan to the Planning and Development Department (PDD), for review and approval, that addresses all applicable conditions set forth and the following specific instructions. Without the submittal and approval of revised MPUD Master Planned Unit Development plans, preliminary plans/preliminary site plans will not be accepted for review.

   Add the following language to the conceptual master plan of the entire village:

   The public shall be aware that the land uses demonstrated on this Village Master Plan are intended to reflect one possible scenario for the development of this Village in accordance with the policies, goals and objectives of the Comprehensive Plan in the Pasadena Hills Area. The specific land uses reflected hereon shall constitute a binding regulatory commitment only for the land contained in Rezoning Petition No. 7383 as finally adopted by the Pasco County Board of County Commissioners.

   This Village Master Plan does not designate or provide entitlements on land that is not part of Rezoning Petition No. 7383. The County shall retain the right to modify the Village Master Plan in connection with future rezoning applications for parcels within this Village, to ensure the practical ability to encourage development of individual parcels in a manner consistent with the policies, goals and objectives of the Pasadena Hills Area.

   All other parcels of land reflected hereon within the limits of this Village Master Plan will be required to submit a Village Master Plan that demonstrates specific compliance with the policies, goals and objectives of the Comprehensive Plan in the Pasadena Hills Area as a mandatory element of any proposed zoning modification pursued for such other parcels in the future, and which accounts for and reflects the actual entitlements provided for the lands contained within Rezoning Petition No. 7383.

BCC Approved
6/19/19

Environmental

3. Preconstruction surveys shall be conducted for southeastern American kestrels. If any are found, preservation and mitigation measures shall be proposed for impacts to habitats potentially utilized by southeastern American kestrels. All survey and habitat delineation methods as well as associated mitigation requirements should follow procedures as described in "Ecology and habitat protection needs of the southeastern American kestrel (Falco sparverius paulus) on large-scale development sites in Florida" (Stys, B. 1993, Florida Game and Fresh Water Fish Commission, Nongame Wildlife Program, Technical Report No. 13). FFWCC and the County shall be contacted for review and consultation. A report shall be provided to FFWCC and Pasco County for review and consideration of approval prior to issuance of the Site Development Permit.

4. For each phase of development, the applicant/applicable developer or parcel developer shall submit a breeding season survey for the Florida Sandhill Crane in accordance with FFWCC survey guidelines. Surveys shall be conducted prior to construction activities commencing for any phase that is within the Florida Sandhill Crane breeding season, January 1 – July 1. A report shall be provided to FFWCC and Pasco County for review and consideration of approval prior to issuance of the Site Development Permit. If nest are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.

5. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

6. The upland buffer line shall be clearly field demarcated prior to any construction activities.

7. No construction activities including: clearing, grading, grubbing shall occur within the Wetland Upland Buffer as depicted on the approved project Construction Plans.

8. A copy of the Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit shall be sent to the PDD prior to issuance of the Site Development Permit.

Open Space/Buffering

9. The developer shall create mandatory homeowners'/property owners'/ condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, or, if approved by the BCC, a CDD or Dependent Special District shall encompass the entire boundaries of the MPUD. The association,

BCC Approved
6/19/19

CDD or Dependent Special District documents shall establish a Design Review Board (DRB) or similar design review entity, to ensure that all architectural elements to be constructed within the Village shall be in compliance with all applicable conditions of approval. The developer shall convey in fee simple to the association, CDD or Dependent Special District, for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association as well, but only to the CDD or Special Dependent District if such special power pursuant to Section 190.012(2), Florida Statutes (F.S.), is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, the homeowners'/property owners'/condominium owners'/merchants' association, CDD, Dependent Special District creation documents, including as applicable, Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Engineering Services Department (Survey Division) and the Planning and Development Department (PDD) for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association, CDD or Dependent Special District. The PDD's review of such documents is for compliance with the architectural standards required by the Land Development Code, Section 601, if applicable to the MPUD. If platting is not required, then prior to the first construction plan/construction site plan approval, the above-mentioned documents shall be submitted for review to the PDD for compliance with the architectural standards required by the LDC, Section 601, Traditional Neighborhood Development, Building Design and Standards, if applicable to the MPUD. Impact fee credits for improvements or dedications, where available, shall go to the association, CDD, Dependent Special District or other entity which funded such improvements, as applicable.

10. There shall be a 50 foot landscape buffer along the entire western boundary of the project abutting the properties that lie within the Rural Enclave as designated in the VoPH Area Plan. Where sufficient native landscape already exists (80 percent opaque or greater), such landscape shall remain as part of the Rural Enclave buffer. If the existing landscape is not sufficient then it shall be enhanced with additional trees, understory trees, and shrubs to meet the opacity requirement. The buffer shall include a six foot high pvc or vinyl dark brown or green fence placed 50 feet from the subject project's property line with the buffer plantings on the Rural Enclave side (between the fence and the subject property's western boundary line). The plantings shall include shade trees, planted 30 feet apart on average, and understory trees planted between the shade trees. Landscaping shall also include five shrubs per tree and ground cover plants to create a vegetative visual screen at least 80 percent opaque within one year. The area adjacent to the open space/park area to the north of the Rural Enclave Area will not require a buffer or additional landscaping.

11. The neighborhood parks as depicted on the Master Plan are shown conceptually and have not been reviewed or approved for consistency with the LDC, Section 905.1, Neighborhood Parks, or with Section 601, Traditional Neighborhood Development, whichever applies. Specific review and approval of the neighborhood parks will be

BCC Approved
6/19/19

conducted at each PDP/PSP review. Specific review and approval of the required park space standards and the public space standards shall be conducted at each PDP/PSP review.

Transportation/Circulation

Access Management

12. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established Access Management Standards. Based on the corresponding PSP/PDP, the DRC, BCC, or County Administrator, or designee, may impose additional conditions on the applicant/developer consistent with the County's established Access Management Standards. However, access to this MPUD, as approved herein, shall be required to be provided by this MPUD developer only from Tyndall Road and not from Prospect Road.

13. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended.

14. Street connections and rights-of-way to adjoining areas shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary and practical at the time of PDP approval.

15. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than Pasco County. Pasco County will not be responsible for the maintenance of any private streets.

16. For illustrative purposes only, please refer to Exhibit A (Road Segment Exhibit) to identify and locate the various roadway segments addressed in this Condition 16 and Condition 17, below:

    a. Tyndall Road On-Site West Segment (denoted as 15a on Exhibit A):

        1) Right-of-Way:
        Subject to the provisions of the Comprehensive Plan Villages of Pasadena Hills (VOPH) Area Plan, Table PH-1: Year 2050 Roadway Summary, the property owner/developer shall provide all additional right-of-way required for the construction of Tyndall Road in accordance with applicable VOPH roadway design criteria along the southern boundary of this MPUD, and to avoid the necessity for any additional right-of-way acquisition for such roadway segment from the third-party property owners on the south side of the current, existing right-of-way for Tyndall Road adjacent to this MPUD. To the extent applicable, the VOPH Roadway Vision Plan shall be deemed modified to conform to

BCC Approved
6/19/19

this MPUD approval, for the roadway segment affected herein. The MPUD property owner/developer shall not receive VoPH Transportation Development Fee credits per the VoPH Financial Plan as this portion of the right of way is contained entirely on the subject property.

2) Drainage/Wetland/Floodplain Mitigation:

The developer shall design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities within this MPUD to mitigate all impacts associated with the required improvement of Tyndall Road consistent with the VOPH roadway design criteria, for the roadway segment of Tyndall Road within this MPUD. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Tyndall Road, and this paragraph of this condition shall expire after such stormwater-management plans and the Tyndall Road construction plans have been approved. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition. The MPUD property owner/developer shall not receive VoPH Transportation Development Fee credits per the VoPH Financial Plan as this portion of the right of way is contained entirely on the subject property.

b. Tyndall Road Off-Site West Segment to Curley Road (denoted as 15b on Exhibit A):
The developer shall design, permit and construct in the existing right-of-way, or additional right-of-way, drainage/retention, wetland and/or floodplain mitigation areas acquired by the County/Stewardship District, the off-site segment of Tyndall Road from the southwestern boundary of the MPUD to its intersection with Curley Road, in accordance with applicable VOPH roadway design criteria, and any required acceleration/deceleration lane(s) in Curley Road to accommodate the Tyndall Road intersection improvement. The developer shall receive VOPH Transportation Development Fee credits for all such Tyndall Road and Curley Road off-site roadway construction, right-of-way acquisition, drainage/retention, wetland and flood plain facilities, as set forth in Condition 17, below, however, construction and design credits will be subject to a Development Agreement which must be submitted to and approved by the BCC.

c. Tyndall Road On-Site East Segment (denoted as 15c on Exhibit A):

Subject to the provisions of the Comprehensive Plan VOPH Area Plan, Table PH-1: Year 2050 Roadway Summary, the property owner/developer shall

BCC Approved
6/19/19

convey at no cost to Pasco County the entire 60 feet of right of way for future Tyndall Road within the MPUD property boundaries; however, due to the property owner/developer's construction obligations for the Tyndall Road Off-Site West Segment and future Elam Road in this Condition 16, this MPUD developer shall not be required to construct the portion of Tyndall Road from the intersection of Elam Road to the southeastern boundary of this MPUD. In accordance with the VOPH Financial Plan, the property owner/developer shall not receive any VOPH transportation (right-of-way) development fee credits for donation of this required intermediate road right-of-way within this MPUD project.

d. Elam Road Off-Site Extension and Tyndall Road East Off-site Segment (denoted as 15d on Exhibit A):
The developer shall design, permit and construct in the existing right-of-way, or additional right-of-way, drainage/retention, wetland and/or floodplain mitigation areas acquired by the County/Stewardship District, the off-site segment of Elam Road from the intersection with Tyndall Road north to the southern boundary of this MPUD, in accordance with applicable VOPH roadway design criteria, and required turn lane(s) to accommodate the intersection improvement. The developer shall also design, permit, and construct in the existing right-of-way, or additional right-of-way, drainage/retention, wetland, and/or floodplain mitigation areas acquired by the County/Stewardship District, the off-site segment of Tyndall Road from the intersection with Elam Road east to the Tyndall Road On-Site segment. The developer shall receive VOPH Transportation Development Fee credits only for the cost of construction for Elam Road Off-Site Extension drainage/retention, wetland and/or floodplain mitigation areas unless the developer also acquires said land from the current landowners; if the developer also acquires the land rather than the County/Stewardship District, fee credits shall be issued for the additional land. No credits will be issued for the Tyndall Road east off-site segment unless the developer acquires the land from the current landowners rather than the County/Stewardship District. Credits may be issued for the cost of construction of improvements, however, they will be subject to a Development Agreement which must be submitted to and approved by the BCC as set forth in Condition 17, below.

e. Tyndall Road On-Site Central Segment (denoted as 15e on Exhibit A): Subject to the provisions of the Comprehensive Plan Villages of Pasadena Hills (VOPH) Area Plan, Table PH-1: Year 2050 Roadway Summary, the property owner/ developer shall design, permit, construct, and provide all additional right-of-way required for the construction of the Tyndall Road On-Site Central Segment in accordance with applicable VOPH roadway design criteria along the southern boundary of this MPUD from the Tyndall Road On-Site West Segment to the west side of the Tyndall Road / Elam Road intersection, and to avoid the necessity for any additional right-of-way acquisition for such roadway segment from the third-party property owners on the south side of the current, existing right-of-way for Tyndall Road adjacent to this MPUD. To the extent applicable, the VOPH Roadway Vision Plan shall be deemed modified to conform to this

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MPUD approval, for the roadway segment affected herein. The MPUD property owner/developer shall receive VOPH Transportation Development Fee credits as set forth in Condition 17, below, although this portion of the right of way is contained entirely on the subject property, as they have agreed to not burden the existing property owners on the south side of Tyndall Road.

f. Elam Road Extension On-site Segment [denoted in yellow on Exhibit A and indicates "Elam Road (R.O.W. 60') (Intermediate)"]:

The developer shall provide the right-of-way for, design and construct the segment of Elam Road within this MPUD boundary without VOPH Transportation Development Fee credits.

17. VOPH development fee credits for design and construction shall be subject to a Development Agreement approved by the BCC and shall be provided to the entity providing the land and/or making the required transportation-related improvements for this MPUD, as follows:

a. Per the VOPH Financial Plan, no credits will be issued for this segment for additional right-of-way and land provided for the roadway improvements (pursuant to Condition 16.a.1, above) and drainage/retention/wetland mitigation areas (pursuant to Condition 16.a.2, above) necessary for the Tyndall Road On-Site West Segment to the MPUD boundary.

b. For the Tyndall Road Off-Site West Segment from the southwest MPUD boundary westward to Curley Road, and the Tyndall Road/Curley Road intersection improvement, pursuant to Condition 16.b., above, credits may be issued for all documented costs for design, permitting, construction, and right-of-way acquisition, however, credits for the design and construction will be subject to a Development Agreement which must be submitted to and approved by the BCC.

c. For the Tyndall Road On-Site East Segment from the southeast MPUD boundary to the eastern side of the intersection of Tyndall Road and future Elam Road Extension, pursuant to Condition 16.c., above, no credits will be issued for this segment of the project.

d. For the Elam Road Off-Site Extension from the southern portion of the intersection of Tyndall Road and Elam Road Extension to the southern boundary of this MPUD, pursuant to Condition 16.d., above, credits for all documented costs for design, permitting, and construction , subject to an approved Development Agreement as mentioned in condition 16.d above, and right-of-way acquisition;

e. For the Tyndall Road On-Site Central Segment from the Tyndall Road On-Site West Segment to the west side of the Tyndall Road / Elam Road intersection, pursuant to Condition 16.e., above, credits for all

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documented costs for design, permitting, and construction , subject to an approved Development Agreement as mentioned in condition 16.d above;

f. For additional land provided for the floodplain mitigation required for the roadway improvements of Tyndall Road and Elam Road, credits at the rate of fifty percent (50%) of the land value (as determined by the County Real Property and Planning Department) for the number of acres of floodplain mitigation determined mutually by the applicant and County to accommodate the disproportionate burden of the offsite properties placed on this MPUD and all of the documented costs for design and permitting.

Design/Construction Specifications

18. Prior to approval of the PDP/PSP for the proposed development in Village F, the developers shall supply evidence that they have coordinated with the developer(s) and engineer(s)/surveyor(s) (if any exist) of all adjoining parcels to identify and provide the location of required interconnecting roadways. In the absence of such agreement, the County shall resolve such location(s) as required by the roadway grid network specified in the Area Plan. The following information shall be shown on all PDP/PSP plans and construction plans/construction site plans that include or abut interconnecting roadways: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of roads at the property lines.

19. Roadway-design standards shall be designed and constructed in a manner that is supportive and reflective of adjacent land uses and development patterns consistent with the standards set forth in the Comprehensive Plan VOPH Area Plan roadway cross- sections, any applicable development agreement, or the LDC, Section 601, Traditional Neighborhood Development, if applicable, including any alternative standards as approved pursuant to the LDC at the time of PDP/PSP approval.

20. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDD for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the

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approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit- accommodation-facilities construction is approved with the overall transit- accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patron's access to such facilities.

Utilities/Drainage/Water Service/Wastewater Disposal

21. The developer shall submit a Stormwater Management Plan and Report (SMP) for its portion of Village F in accordance with the Pasco County LDC as amended and the village specific master plan requirements in the Comprehensive Plan VOPH Area Plan, which may be utilized by others in Village F to complete a Master Regional plan for the entire Village. The SMP shall be approved prior to or simultaneous with application for construction plan review for the first development phase/increment of this MPUD. If it is determined that this project is located within a closed basin, the developer shall comply with closed basin criteria (County & SWFWMD) in effect at the time of SMP approval. Post-condition discharge from the site shall replicate pre-condition. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the Planning and Development Department.

22. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and non-potable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

    d. Method of lighting for all non-local roads shall be submitted at the time of record plat submittal for each unit or phase.

    e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

23. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.

24. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be

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obtained from the Utilities Services Branch.

25. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Land Use

26. All neighborhood-residential development that is developed at a density greater than 3.5 dwelling units per developable residential acre; all residential that includes attached residential dwelling units (either attached single-family or attached multifamily); and all neighborhoods that provide thirty (30) percent or more of the single-family detached units on lots fifty (50) feet wide or smaller shall be required to develop in a TND (Traditional Neighborhood Design) form as specified in the Comprehensive Plan and Land Development Code Development, when required per the Comprehensive Plan, including site design, lot layout, architectural, landscaping, street design, block size, lighting, parking, etc. shall occur in accordance with the TND Ordinance of the LDC, including any alternative standards approved at the time of PDP/PSP approval and the Comprehensive Plan VOPH Area Plan.

27. Dimensional standards and product types are as indicated in the Product Type Chart below:

PRODUCT TYPE	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	MINIMUM LOT DEPTH	MINIMUM FRONT YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM LOT COVERAGE (PRIMARY/ ACCESSORY)	MAXIMUM BUILDING HEIGHT	ZERO LOT LINE (0-10)
SINGLE-FAMILY DETACHED	4,400	40	110	10 FEET	5 FEET	15 FEET	80 PERCENT	35 FEET	PERMITTED
SINGLE-FAMILY DETACHED	5,610	51	110	10 FEET	5 FEET	15 FEET	80 PERCENT	35 FEET	PERMITTED

NOTES:
1. Corner lots shall not be required to be 10 feet greater than the nominal width listed above.
2. Side loaded two-car garages or larger shall be setback a minimum of 10 feet.
3. The use of five (5) foot setbacks must be in compliance with the LDC, Section 902.2.K.2.B; otherwise, minimum side yard setback shall not be less than 7.5 feet.
4. Front setbacks and corner side setbacks shall be measured from the public road right-of-way or where sidewalks meander outside the right-of-way, setbacks shall be measured from the back of sidewalk.

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28. The total aggregate number of dwelling units for the MPUD shall not exceed 215.

29. The maximum density set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable Pasco County ordinances and resolutions.

30. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

31. The subject property is currently utilized for agricultural activities. It is understood that while the use will cease when the subject property is built out, portions of the subject property may continue to be used for agricultural activities as an interim use until the project is developed in accordance with this rezoning.

Preliminary Development/Preliminary Site Plan Requirements

Instructions

32. Prior to submittal of each PDP/PSP for any portion of the MPUD property that is subject to Traditional Neighborhood Development (TND) standards, the developer shall submit for review and approval by the PDD, a design component plan in accordance with the Section 601, Traditional Neighborhood Development of the LDC, as amended, including any requested deviations or alternative standards, which are subject to approval concurrent with the PDP/PSP. The plan for any such TND portion shall also illustrate lighting, specific building heights, and exact building orientation, along with the architectural design and color scheme. Each plan submitted shall include design component plans from previous increment approvals within the village center, where applicable.

33. Development shall conform to the village principles as identified in the Comprehensive Plan POLICY FLU 6.5.3 and the Section identified as “Land Use Classifications” b(4) Guiding Principles and (6)b, Standards for Review.

Educational Facilities

34. Based upon current school site needs, only, applicable and limited to this specific MPUD application, only, the School District has not required a school site to be reserved at this time for this MPUD, and has authorized the revision of the related Village F Master Plan accordingly. However, the School District has not waived its regulatory authority pursuant to the VOPH Governing Documents to require a future school site within Village F, with respect to any future applications to opt into the VOPH Plan and thereby to seek new VOPH entitlements for any additional lands within Village F of the VOPH Plan.

Housing

35. Pursuant to Comprehensive Plan VOPH Area Plan Special Provisions and Mix of Uses (4)(f), the developer shall identify an Affordable Housing Program that provides for a

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range of housing types that supports a broad range of family sizes and incomes and is affordable to a family with a median income that does not exceed one hundred twenty (120) percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area (Program). The Program shall be reviewed and approved by the County's Community Development Manager and shall be consistent with applicable Federal, State, and local income and expense criteria for affordable housing. Such Program shall be approved prior to PDP/PSP approval. Mechanisms to provide affordable housing units may include the following:

a. Assumable equity mortgage for affordable units provided on site.

b. Donation or reduced sale of land or lots to a County-sponsored, affordable housing nonprofit corporation

c. The establishment of a community land trust as defined by 42 USC § 12773 (f).

d. A down payment or closing cost assistance or rental subsidy program offered by the County or offered by the developer provided the program is approved by the County.

e. Utilization of Low-Income Housing Tax Credit (LIHTC) tax-free bond financing or similar Federal or State programs that incentivize the private production of affordable housing (such as HUD Section 221 (d)(4) program).

f. Such other affordable-housing product or rental program as determined as affordable by the County's Community Development Manager consistent with the foregoing definitions and applicable Federal, State, and local income and expense criteria for affordable housing.

g. Utilization of Low-Income, Housing Tax Credit (LIHTC).

Alternatively, the developer shall otherwise mitigate for affordable housing impacts in accordance with other future County policy regarding affordable housing, any future County wide ordinances relating to affordable housing, or other mitigation approved by the County.

Procedures

36. Prior to the first record plat approval, or construction plan approval where no plat is required, the developer/owner shall record a “Consent to Development Fee Surcharges and Special Assessments” in a form acceptable to the Pasco County Attorney’s Office and in accordance with the LDC, Section 602.8.K.3. and Section 602.8.M.4.

37. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall

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include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

38. Because the VOPH Area Plan is a 2050 Horizon Plan, this MPUD rezoning shall remain in force and effect for the duration of the VOPH Area Plan, including any subsequent extensions thereof.

39. Unless otherwise approved by the Assistant County Administrator for Public Safety, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Assistant County Administrator for Public Safety, or designee has received such a petition.

40. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. A preliminary site plan must also be approved for each multifamily (non-fee simple), recreational vehicle, or commercial increment in its entirety prior to any phased construction site plan approval.

41. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary plan/preliminary site plan approval, construction plan/construction site plan approval, and/or record plat approval.

42. Development is exempt from the LDC: Concurrency Management System, for parks and recreation, and transportation only pursuant to the LDC Section 602.8.M.5, provided the project complies with the VOPH Financial Plan, as amended.

43. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDD after the BCC action.

44. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the

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date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

ATTACHMENTS:

1) Exhibit A (Road Segment Exhibit)

{OWNER/DEVELOPER'S ACKNOWLEDGMENT FOLLOWS}

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Villages of Pasadena Hills/Boger Ranch/Village F

OWNER/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that they have read, understood, and accepted the above-listed conditions of approval. Do not sign until you receive a copy of this petition with the BCC results.

_____ _____

Date Signature

_____

Print Name

_____

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),

By_____(name of corporation acknowledging) a _____

(State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced_____(type of identification) as identification.

Seal: _____

NOTARY

LEGEND:

- 40' X110' SINGLE FAMILY
- 51' X110' SINGLE FAMILY
- EXISTING LAKE
- PROPOSED POND
- WETLANDS
- BUFFER
- PROPOSED PARK
- FLOODPLAIN MITIGATION

PROSPECT ROAD (R.O.W. 60') (INTERMEDIATE)

CURLEY ROAD (R.O.W. 166') (PRIMARY)

"RURAL ENCLAVE"

ELAM ROAD (R.O.W. 60') (INTERMEDIATE)

TYNDALL ROAD (R.O.W. 60') (INTERMEDIATE)

50.0

50.0

50.0

15a

15b

15c

15d

15e

R:\BOGER\ DOPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\CONCEPT PLAN C ROAD SEGMENT EXHIBIT.DWG L-700 ---- BRIAN KIRALY

Boger Ranch MPUD Condition 15 Road Segment Exhibit A

"Informational Purpose Only"

BOGER RANCH, LLC

Pasco County, FL

5/10/19	REVISE EXHIBIT TITLE	BRK
07/09/18	RIGHT-OF-WAY REVISIONS	AMR
DATE:	JOB #: BRD PH 1001	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 200'

0 100 200 400

HALF SCALE 11" BY 17"

N

HEIDT DESIGN
5904-A Hampton Oaks Parkway
Tampa, FL 33610
Phone:(813) 253-5311
www.HeidtDesign.com

EXHIBIT C

MASTER PLAN

BOGER RANCH AREA & DENSITY CALCULATIONS CENTER

	Acreage	Percentage	Residential Minimum Density/ Intensity	Residential Maximum Density/ Intensity	General Commercial Maximum F.A.R.	Residential Minimum Units	Residential Maximum Units	Community Center General Commercial & Employment Maximum Intensity	Neighborhood Center (Max. 20,000 sqft 3 Centers or May Be Combined with Community Center) Maximum Intensity	Employment Uses (Including Office) Max. 50,000 sf
BOGER RANCH										
NON DEVELOPABLE										
COUNTRYSIDE AREA										
CORE RESERVE										
UPLAND	0.0									
CATEGORY I WETLANDS	0.0									
TOTAL CORE RESERVE	0.0						0			
WETLANDS										
CATEGORY I WETLANDS	5.8			2.7			4			
CATEGORY II & III WETLANDS	1.2			2.7			0			
TOTAL WETLANDS	7.0						4			
NON DEVELOPABLE AREA	7.0						4			
DEVELOPABLE										
PUBLIC SPACES										
COMMUNITY FACILITIES (SCHOOL)	0.0	0%								
NEIGHBORHOOD PARK	2.0	3%								
OPEN SPACE & BUFFER	5.2	7%								
TOTAL PUBLIC SPACES	7.2	9%								
CORE										
RESIDENTIAL	0.0	0%	4	10		0	0			
NON-RESIDENTIAL (COMMUNITY SCALE CENTER)	0.0	0%			0.75			0	0	0
TOTAL CORE	0.0	0%				0	0	0	0	0
NEIGHBORHOOD GENERAL										
RESIDENTIAL	45.3	57%		3.5		0	159			
NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)	0.0				0.75				0	0
TOTAL NEIGHBORHOOD GENERAL	45.3	57%		3.5		0	159		0	0
NEIGHBORHOOD EDGE										
RESIDENTIAL	26.3	33%		2		0	53			
NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)	0.0				0.35				0	0
TOTAL NEIGHBORHOOD EDGE	26.3	33%				0	53		0	0
DEVELOPABLE AREA	78.8	100%				0	211	0	0	0
TOTAL	85.8					0	215	0	0	0
BOGER RANCH GROSS RESIDENTIAL DENSITY	3.3									

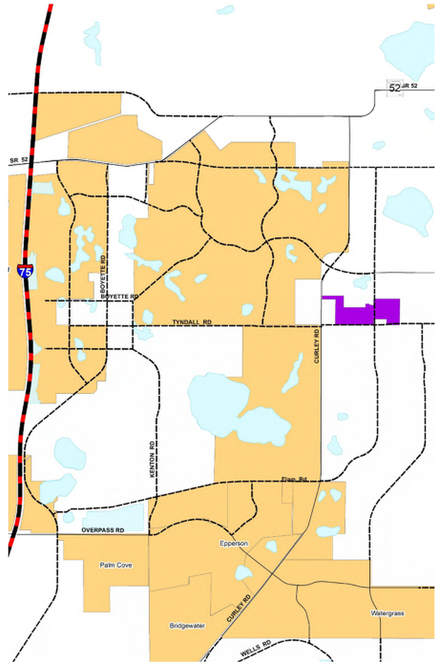
*REVISE PER TYPE 2A VILLAGE REQUIRMENTS PER PENDING CPA 10-01(09) APPROVAL

PROJECT SITE DATA

EXISTING	
Total Project Acreage	85.8 Ac.
Uplands	78.8 Ac.
Core Reserve	0.0 Ac.
Wetlands	7.0 Ac.
Future Land Use	AG/AGR
Existing Zoning	AC
Existing Land Use	AGRICULTURE
PROPOSED	
Public Space	0.0 Ac.
Core	
Residential	0.0 Ac.
Non-Residential	0.0 Ac.
Neighborhood General	45.3 Ac.
Neighborhood Edge	26.3 Ac.
Total Developable Acreage	71.6 Ac.
Total Proposed Intensity	
Residential	215 DU
Commercial/Office	0 SF
Future Land Use	VMU-2
Zoning	MPUD

WETLANDS

EXISTING	
Category I Wetlands	5.8 Ac.
Category II Wetlands	0 Ac.
Category III Wetlands	1.2 Ac.
Total Existing Wetlands	7 Ac.



VICINITY MAP

SCALE N.T.S.

PRODUCT TYPE	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	MINIMUM LOT DEPTH	MINIMUM FRONT YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM LOT COVERAGE (PRIMARY/ ACCESSORY)	MAXIMUM BUILDING HEIGHT	ZERO LOT LINE (0-10)
SINGLE-FAMILY DETACHED	4,400	40	110	10 FEET	5 FEET	15 FEET	80 PERCENT	35 FEET	PERMITTED
SINGLE-FAMILY DETACHED	5,610	51	110	10 FEET	5 FEET	15 FEET	80 PERCENT	35 FEET	PERMITTED

NOTES:

1. Corner lots shall not be required to be 10 feet greater than the nominal width listed above.
2. Side loaded two-car garages or larger shall be setback a minimum of 10 feet.
3. The use of five (5) foot setbacks must be in compliance with the LDC, Section 902.2.K.2.B; otherwise, minimum side yard setback shall not be less than 7.5 feet.
4. Front setbacks and corner side setbacks shall be measured from the public road right-of-way or where sidewalks meander outside the right-of-way, setbacks shall be measured from the back of sidewalk.

SOURCE NOTES

1. LEGAL DESCRIPTION PROVIDED BY DC JOHNSON ASSOCIATES DATED MARCH 2018.
2. CULTURAL RESOURCE ASSESSMENT PROVIDED BY PANAMERICAN CONSULTANTS, INC. DATED MARCH 2017 AND MAY 2017.
3. SOIL DATA BASED ON NRCS SOIL SURVEY FROM FLORIDA GEOGRAPHIC DATA LIBRARY.
4. ZONING AND FUTURE LAND USE INFORMATION OBTAINED FROM PASCO COUNTY GIS SYSTEM.
5. THE PROJECT LIES WITHIN FLOOD ZONE 'A', & 'AE' PER FEMA FIRM COMMUNITY PANEL NUMBERS 12101C0280F, DATED SEPTEMBER 26, 2014.
6. AERIAL PROVIDED BY LABINS DATED 2017.
7. WETLANDS HAVE BEEN PHOTO INTERPRETED AND FIELD VERIFIED BY HEIDT DESIGN, LLC.
8. ENVIRONMENTAL/WILDLIFE HABITAT STUDY PROVIDED BY HEIDT DESIGN DATED MARCH 2017.

LEGAL DESCRIPTION

DESCRIPTION:
PARCEL A
(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 544972)

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, FOR A POINT OF BEGINNING; THENCE NORTH 89°53'44" WEST ALONG THE SOUTH BOUNDARY OF THE SAID SOUTHEAST 1/4, 1941.05 FEET; THENCE NORTH 00°51'49" EAST 1300.00 FEET; THENCE NORTH 89°2310" WEST, 687.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF C.R. 577; THENCE NORTH 00°37'35" EAST ALONG THE SAID EASTERLY RIGHT-OF-WAY 179.13 FEET; THENCE SOUTH 89°53'44" EAST, 1101.08 FEET; THENCE SOUTH 00°51'49" WEST 588.27 FEET; THENCE SOUTH 89°48'46" EAST, 1112.24 FEET; THENCE NORTH 01°07'29" EAST, 187.18 FEET; THENCE SOUTH 87°54'46" EAST, 194.69 FEET; THENCE ' SOUTH 02°06'51" WEST, 33.63 FEET; THENCE SOUTH 77°16'19" EAST, 198.99 FEET; THENCE NORTH 24°59'45" EAST 27.90 FEET; THENCE NORTH 01°07'28" EAST 267.57 FEET; THENCE SOUTH 88°33'36" EAST 19.59 FEET TO A POINT ON THE EAST BOUNDARY OF THE SAID SOUTHEAST 1/4; THENCE SOUTH 01°07'29" WEST ALONG THE EAST BOUNDARY OF THE SAID SOUTHEAST 1/4, 1291.42 FEET TO THE POINT OF BEGINNING.

AND
PARCEL B
(PER OFFICIAL RECORD BOOK 1799, PAGE 1886, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA) THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST; LESS AND EXCEPT THE SOUTH 296.0 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.

VILLAGES OF PASADENA HILLS
VILLAGE F
BOGER RANCH MPUD

Applicant:

Boger Ranch, LLC
P.O. Box 357
Lutz, Florida 33548

Legal Counsel / Agent:

Tew & Associates
Attorney At Law
35595 US Hwy. N, #921
Palm Harbor, FL 33684
Phone:(727) 216-6575
Attn: Joel Tew, ESQ.

Transportation Consultant

Lincks & Associates, Inc.
5023 W. Laurel St
Tampa, Florida 33607
Phone:(813) 289-0039
Attn: Steve Henry

Engineer / Planner:

Heidt Design, LLC
5904-A Hampton Oaks Parkway
Tampa, Florida 33610
Phone:(813) 253-5311
Fax:(813) 464-7629
Attn: B. Patrick Gassaway, P.E.

SHEET NO.	DESCRIPTION
L-700	COVER, NOTES TABLES
L-701	EXISTING CONDITIONS
L-702	EXISTING CONDITIONS
L-703	AERIAL (2014)
L-704	MPUD PLAN
L-705	MPUD PLAN OVERALL
L-706-712	PRODUCT DETAILS

Approval Type: MPUD Zoning **Project Name:** BOGER RANCH

APPROVED _____ **Date** _____ **Petition Number** _____

R:\BOGER\ VOPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\COVER.DWG L-700 ---- ANNA RASBAK

BOGER RANCH MPUD VOPH Village F

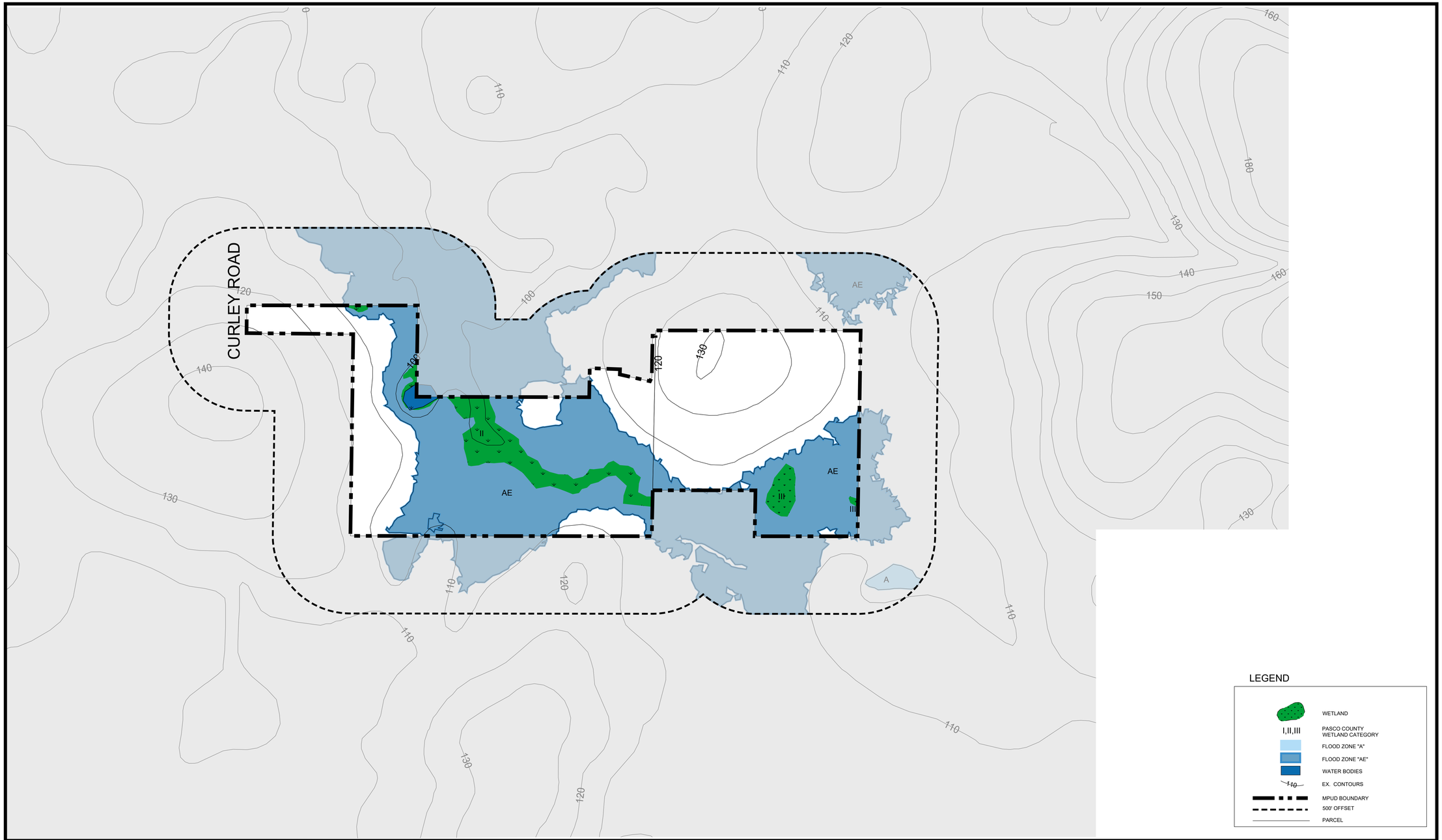
L-700 COVER SHEET

BOGER RANCH, LLC

Pasco County, FL

00/00/2012	COUNTY COMMENTS	AMR
DATE: XXXXXX	JOB #: TBD	

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LEGEND

- WETLAND
- I,II,III — PASCO COUNTY WETLAND CATEGORY
- FLOOD ZONE "A"
- FLOOD ZONE "AE"
- WATER BODIES
- EX. CONTOURS
- MPUD BOUNDARY
- 500' OFFSET
- PARCEL

BOGER RANCH MPUD VOPH Village F

L-701 EXISTING CONDITIONS

BOGER RANCH, LLC

Pasco County, FL

SCALE: 1" = 300'

0 150 300 600

HALF SCALE 11" BY 17"

N

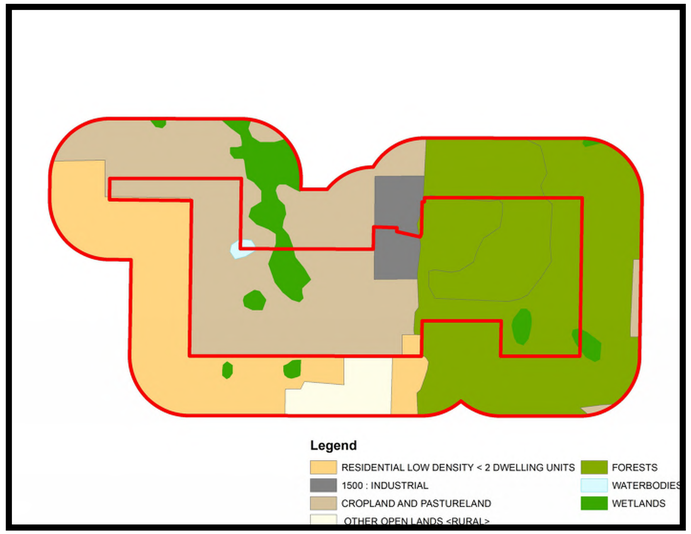
DATE	DESCRIPTION	BY
DATE: XXXXXX	JOB #: TBD	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

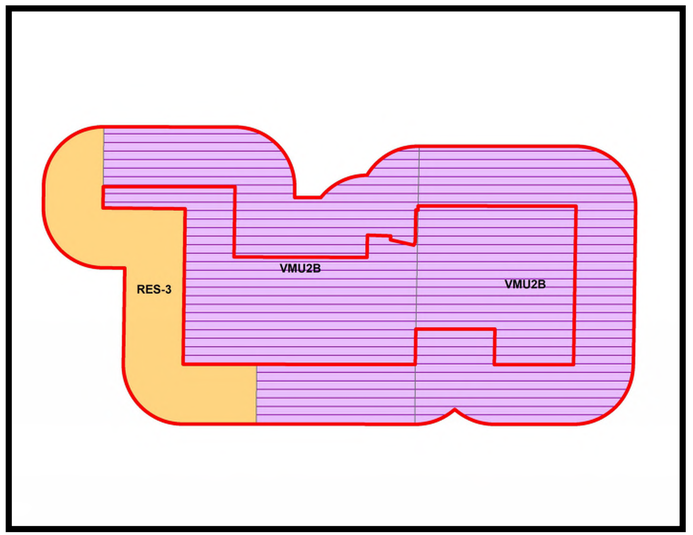
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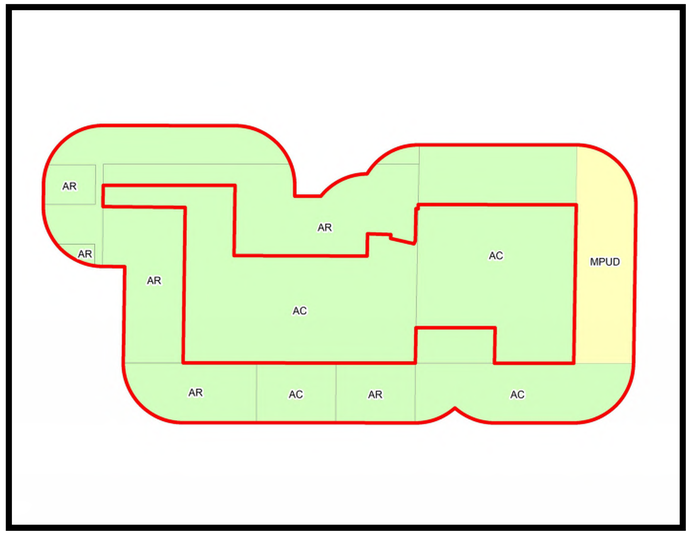
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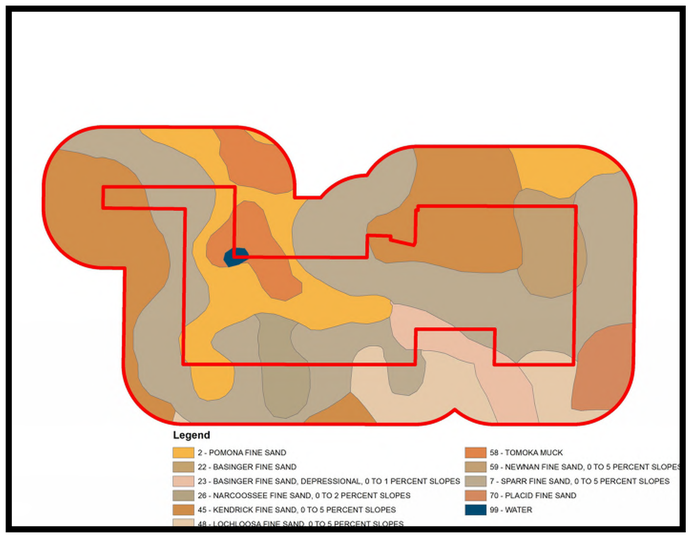
EXISTING LAND USE (FLU CCS)



FUTURE LAND USE



EXISTING ZONING



EXISTING SOILS

BOGER RANCH MPUD VOPH Village F

L-702 EXISTING CONDITIONS

BOGER RANCH, LLC

Pasco County, FL

DATE	DESCRIPTION	BY
DATE: XXXXXX	JOB #: TBD	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 300'

0 150 300 600

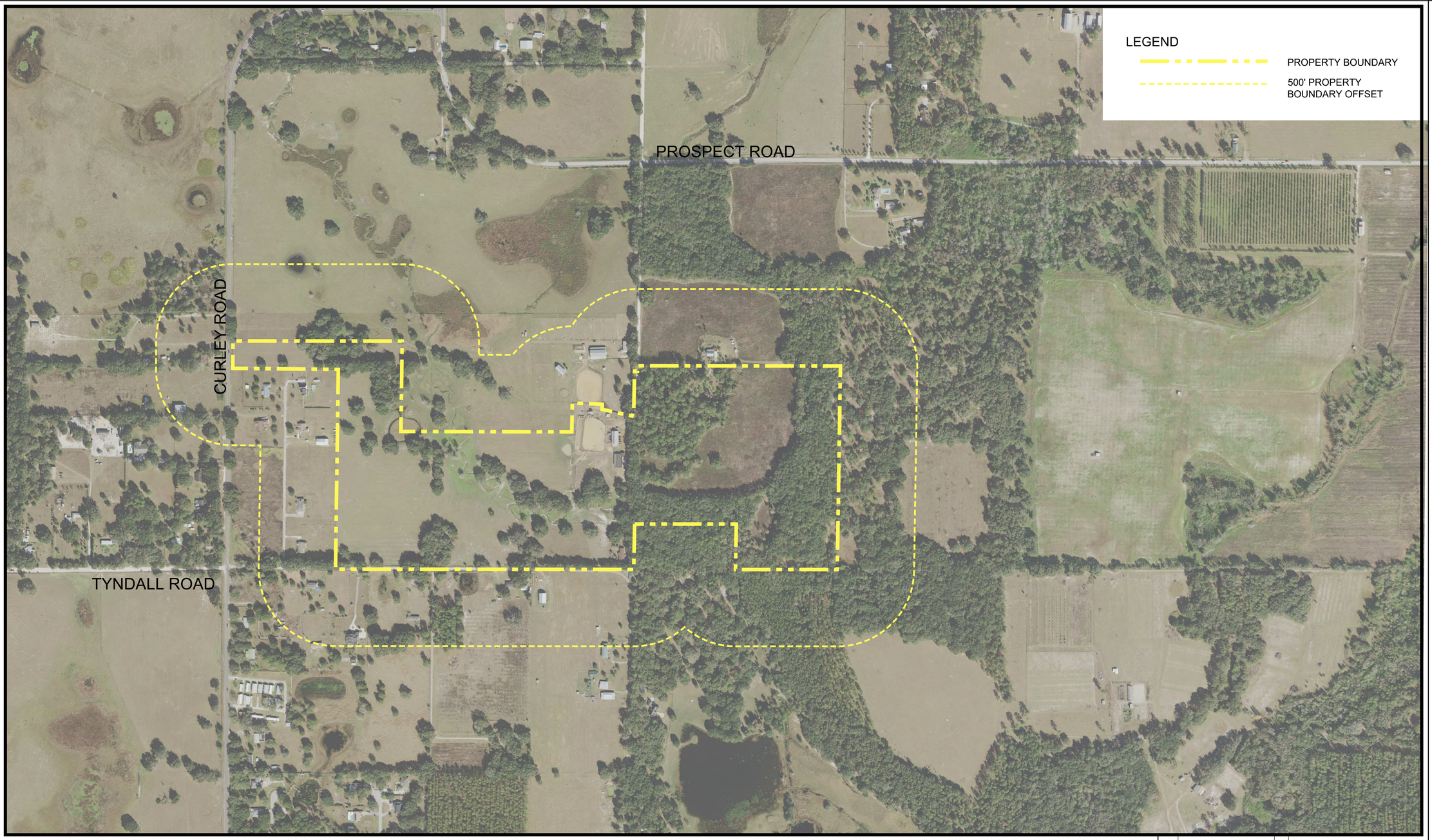
HALF SCALE 11" BY 17"

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BOGER RANCH MPUD VOPH Village F

L-703 - AERIAL

BOGER RANCH, LLC

PASCO COUNTY, FL

DATE	DESCRIPTION	BY
DATE: XXXXXX	JOB #: TBD	

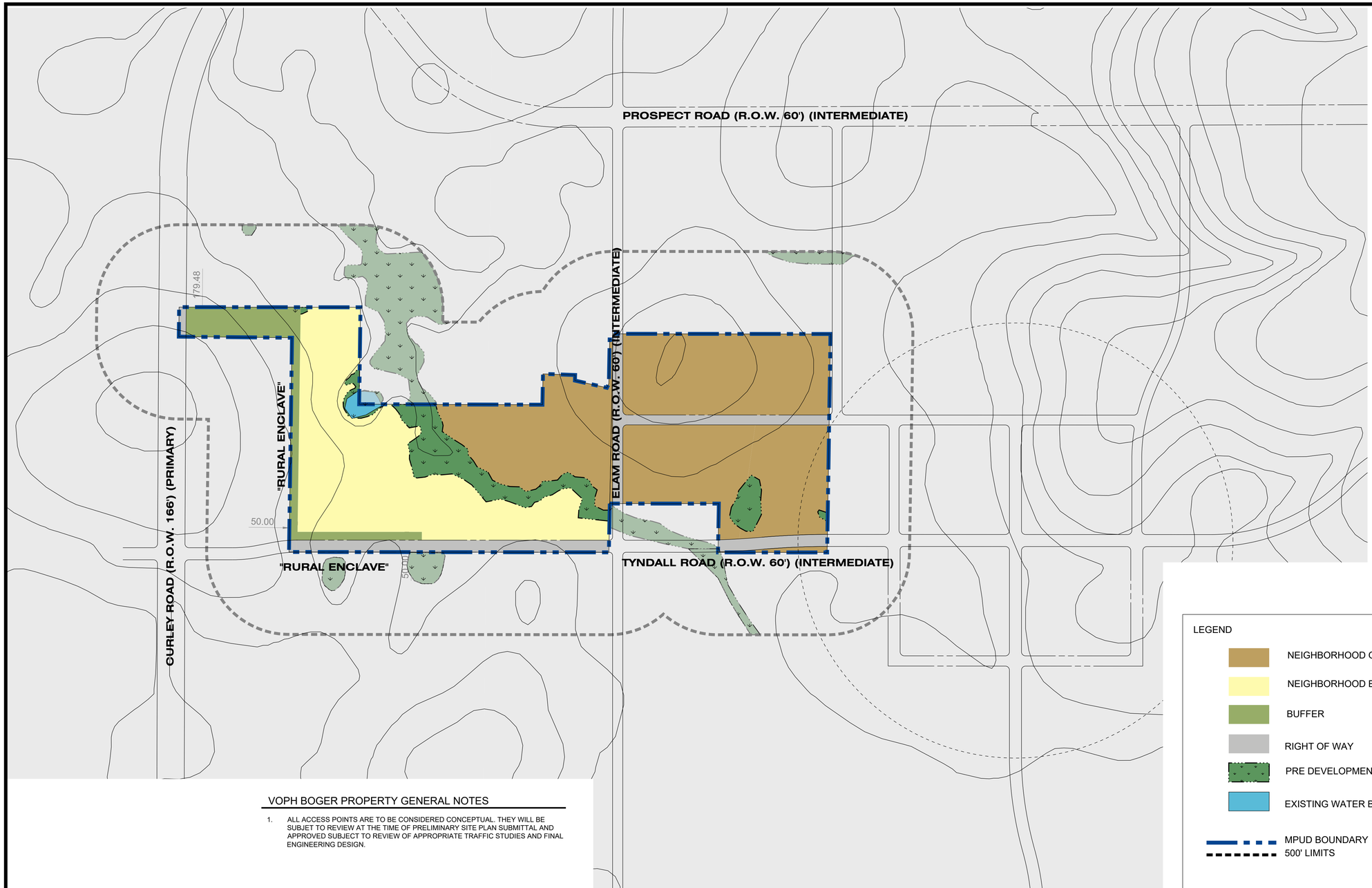
SCALE: 1" = 300'

0 150 300 600

HALF SCALE 11" BY 17"

N

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VOPH BOGER PROPERTY GENERAL NOTES

1. ALL ACCESS POINTS ARE TO BE CONSIDERED CONCEPTUAL. THEY WILL BE SUBJET TO REVIEW AT THE TIME OF PRELIMINARY SITE PLAN SUBMITTAL AND APPROVED SUBJECT TO REVIEW OF APPROPRIATE TRAFFIC STUDIES AND FINAL ENGINEERING DESIGN.

BOGER RANCH MPUD VOPH Village F

L-704 MPUD PLAN

BOGER RANCH, LLC

Pasco County, FL

SCALE: 1" = 300'

0 150 300 600

HALF SCALE 11" BY 17"

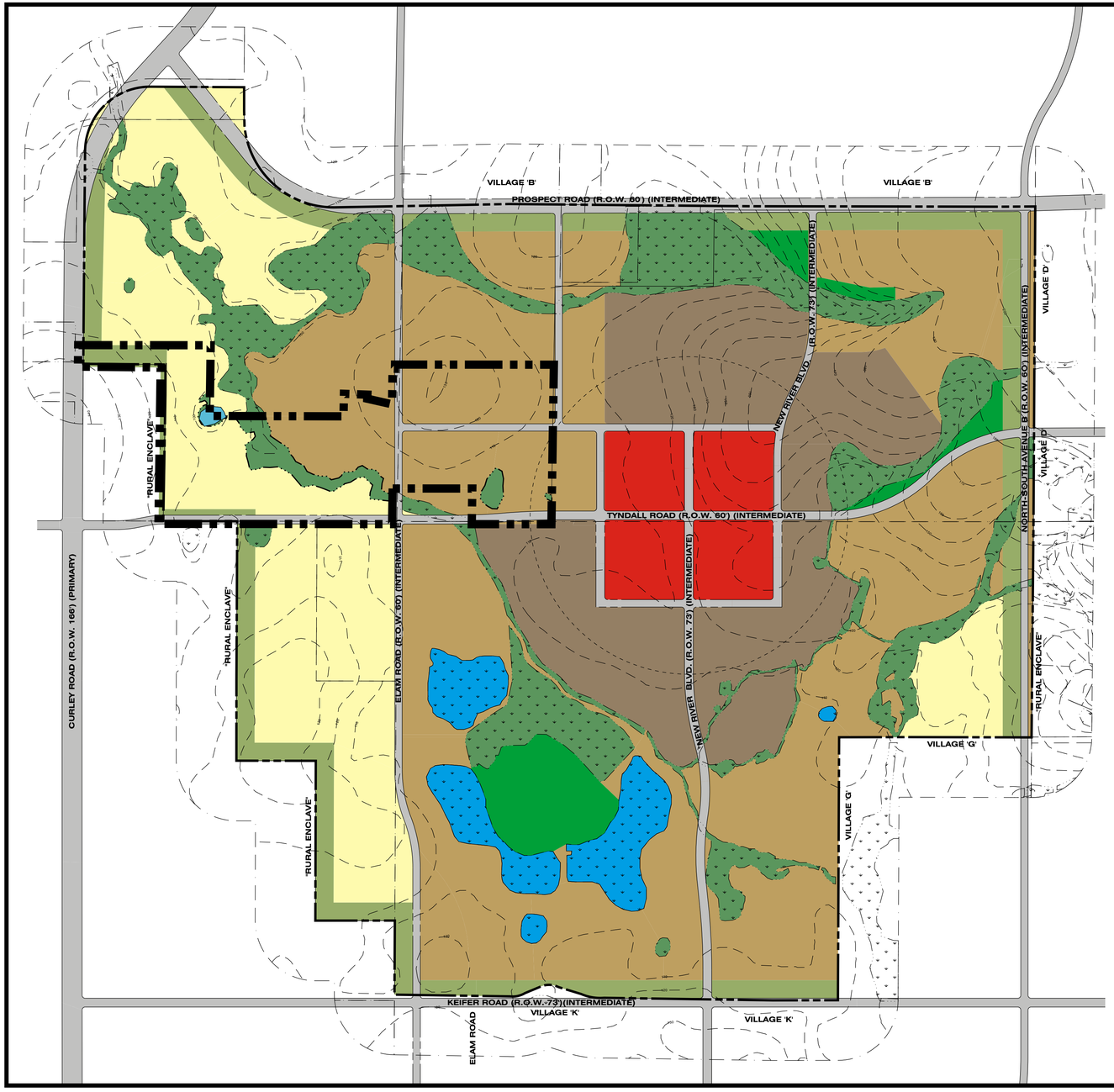
DATE	DESCRIPTION	BY
DATE: XXXXXX	JOB #: TBD	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

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AT THE TIME OF APPROVAL FOR THIS REVISED VILLAGE F MASTER PLAN, THE SCHOOL DISTRICT HAS NOT REQUIRED THE DESIGNATION OF AN ELEMENTARY SCHOOL WITHIN VILLAGE F; HOWEVER, PURSUANT TO THE VOPH GOVERNING DOCUMENTS, THE SCHOOL DISTRICT HAS NOT WAIVED SUCH OVERALL VILLAGE F REQUIREMENT AND HEREBY RESERVES ITS REGULATORY AUTHORITY TO REQUIRE ANY FUTURE APPLICANT WHO SEEKS TO OPT INTO THE VOPH PLAN IN ORDER TO SEEK VOPH ENTITLEMENTS FOR ANY LAND WITHIN VILLAGE F, TO COMPLY WITH SUCH SCHOOL SITE REQUIREMENT UNLESS THE SCHOOL DISTRICT WAIVES SUCH SCHOOL SITE REQUIREMENT IN WRITING AT SUCH TIME.

THE PUBLIC SHALL BE AWARE THAT THE LAND USES DEMONSTRATED ON THIS VILLAGE MASTER PLAN ARE INTENDED TO REFLECT ONE POSSIBLE SCENARIO FOR THE DEVELOPMENT OF THIS VILLAGE IN ACCORDANCE WITH THE POLICIES, GOALS AND OBJECTIVES OF THE COMPREHENSIVE PLAN IN THE PASADENA HILLS AREA. THE SPECIFIC LAND USES REFLECTED HEREON SHALL CONSTITUTE A BINDING REGULATORY COMMITMENT ONLY FOR THE LAND CONTAINED IN REZONING PETITION NO. 7383 AS FINALLY ADOPTED BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS.

THIS VILLAGE MASTER PLAN DOES DESIGNATE OR PROVIDE ENTITLEMENTS ON LAND THAT IS NOT PART OF REZONING PETITION NO. 7383. THE COUNTY SHALL RETAIN THE RIGHT TO MODIFY THE VILLAGE MASTER PLAN IN CONNECTION WITH FUTURE REZONING APPLICATIONS FOR PARCELS WITHIN THIS VILLAGE, TO ENSURE THE PRACTICAL ABILITY TO ENCOURAGE DEVELOPMENT OF INDIVIDUAL PARCELS IN A MANNER CONSISTENT WITH THE POLICIES, GOALS AND OBJECTIVES OF THE PASADENA HILLS AREA.

ALL OTHER PARCELS OF LAND REFLECTED HEREON WITHIN THE LIMITS OF THIS VILLAGE MASTER PLAN WILL BE REQUIRED TO SUBMIT A VILLAGE MASTER PLAN THAT DEMONSTRATES SPECIFIC COMPLIANCE WITH THE POLICIES, GOALS AND OBJECTIVES OF THE COMPREHENSIVE PLAN IN THE PASADENA HILLS AREA AS A MANDATORY ELEMENT OF ANY PROPOSED ZONING MODIFICATION PURSUED FOR SUCH OTHER PARCELS IN THE FUTURE, AND WHICH ACCOUNTS FOR AND REFLECTS THE ACTUAL ENTITLEMENTS PROVIDED FOR THE LANDS CONTAINED WITHIN REZONING PETITION NO. 7383.

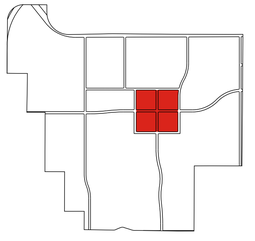
WETLANDS AND MANMADE WATER BODY LIMITS SOUTH OF TYNDALL ROAD PROVIDED BY EKISTICS DESIGN STUDIO, INC.

LEGEND

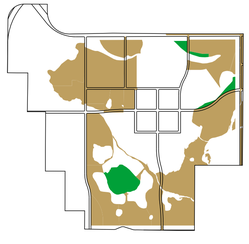
- PUBLIC SPACE
- PRESERVED WETLANDS
- MANMADE BODIES OF WATER
- RURAL ENCLAVE BUFFER (100 L.F.)
- VILLAGE SEPARATOR (150 L.F.)
- CORE NON-RESIDENTIAL COMMUNITY SCALE
- NEIGHBORHOOD CORE RESIDENTIAL
- NEIGHBORHOOD GENERAL RESIDENTIAL
- NEIGHBORHOOD EDGE RESIDENTIAL
- 1/4 MILE WALKING DISTANCE
- PROJECT BOUNDARY
- PARCEL LINES
- TOPOGRAPHIC LINES

VILLAGE "F" AREA & DENSITY CALCULATIONS CENTER

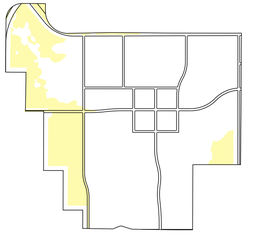
	Acreage	Percentage	Residential Minimum Density/ Intensity	Residential Maximum Density/ Intensity	General Commercial Maximum F.A.R.	Residential Minimum Units	Residential Maximum Units	Community Center General Commercial & Employment Maximum Intensity	Neighborhood Center (Max. 20,000 sqft 3 Centers or May Be Combined with Community Center) Maximum Intensity
VILLAGE "F" AREA									
NON DEVELOPABLE									
CORE RESERVE									
UPLAND	0.0			4.2			0		
CATEGORY I WETLANDS	0.0			4.2			0		
TOTAL CORE RESERVE	**0.0**						**0**		
WETLANDS									
CATEGORY I WETLANDS	0.0			4.2			0		
CATEGORY II & III WETLANDS	122.6			4.2			51		
MAN MADE WATER BODIES	30.6			0			0		
TOTAL WETLANDS	**153.2**						**51**		
VILLAGE "F" NON DEVELOPABLE AREA	**153.2**						**51**		
DEVELOPABLE									
PUBLIC SPACES									
COMMUNITY FACILITIES (SCHOOL)	23.8	3%							
NEIGHBORHOOD PARK	26.3	3%							
OPEN SPACE & BUFFER	73.4	9%							
TOTAL PUBLIC SPACES	**123.5**	**15%**							
CORE									
RESIDENTIAL	152.3	19%	4	10		609	1,523		
NON-RESIDENTIAL (COMMUNITY SCALE CENTER)	45.0	6%			0.75			80,000	60,000
TOTAL CORE	**197.3**	**24%**				**609**	**1,523**	**80,000**	**60,000**
NEIGHBORHOOD GENERAL									
RESIDENTIAL	322.7	40%		5		0	1,614		
NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)	0.0				0.75				0
TOTAL NEIGHBORHOOD GENERAL	**322.7**	**40%**		**5**		**0**	**1,614**		**0**
NEIGHBORHOOD EDGE									
RESIDENTIAL	172.3	21%		2		0	345		
NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)					0.35				0
TOTAL NEIGHBORHOOD EDGE	**172.3**	**21%**				**0**	**345**		**0**
VILLAGE "F" DEVELOPABLE AREA	**815.8**	**100%**				**609**	**3,481**	**80,000**	**60,000**
TOTAL VILLAGE "F"	**969.0**					**609**	**3,532**	**80,000**	**60,000**
'VILLAGE "F" GROSS RESIDENTIAL DENSITY	**4.2**								



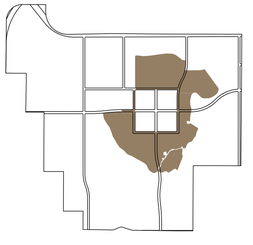
CORE NON-RESIDENTIAL



NEIGHBORHOOD GENERAL



NEIGHBORHOOD EDGE



CORE RESIDENTIAL

Village of Pasadena Hills Village F

Conceptual Master Plan

Boger Ranch, LLC

Pasco County

SCALE: 1"=500'
0' 250' 500' 1,000'
HALF SCALE 11" BY 17"

DATE	DESCRIPTION	BY
4/15/19	UPDATE FOR PETITION 7383.	BRK
4/12/10	UPDATE PER COUNTY COMMENTS	SEA

DATE: 11/3/09 JOB #: EPI-PH-011

SHEET 1 OF 1 SHEETS

HEIDT DESIGN
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Tampa, FL 33610
www.heidtdesign.com

R:\BOGER VOPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\VILLAGE F MASTER PLAN UPDATE- REV 5.9.19.DWG-VILLAGE F 2018\02\28 5:18 PM BRIAN KIRALY

LEGEND:

- 40' X110' SINGLE FAMILY (62 LOTS)
- 51' X110' SINGLE FAMILY (146 LOTS)
- EXISTING LAKE
- PROPOSED POND
- WETLANDS
- BUFFER
- PROPOSED PARK
- FLOODPLAIN MITIGATION

PROSPECT ROAD (R.O.W. 60') (INTERMEDIATE)

CURLEY ROAD (R.O.W. 166') (PRIMARY)

"RURAL ENCLAVE"

ELAM ROAD (R.O.W. 60') (INTERMEDIATE)

TYNDALL ROAD (R.O.W. 60') (INTERMEDIATE)

50.0

50.0

50.0

50.0

R:\BOGER\ VOPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\CONCEPT PLAN C.DWG L-7/0 ---- ANNA RASBAK

BOGER RANCH MPUD VOPH Village F ALT C

"Informational Purpose Only"

BOGER RANCH, LLC

Pasco County, FL

07/09/18	RIGHT-OF-WAY REVISIONS	AMR
DATE: XXXXXX	JOB #: TBD	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 200'

0 100 200 400

HALF SCALE 11" BY 17"

N

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BOGER RANCH MPUD
VOPH VILLAGE F

Neighborhood Meeting – Rural Enclave Neighbors on Rudolph Lane
Date: June 3, 2019
Time: 7pm
Location: Property of Hannah and Zachary Lane
Address: 10074 Rudolph Lane, Wesley Chapel, FL 33545

This meeting was requested by the VOPH Board to resolve any issues and come to an agreement with the neighbors whose homes along Rudolph Lane back up to our proposed development, Boger Ranch MPUD. Information regarding the project was prepared by Heidt Design and presented by Whitney and Brad Boger, owners of Boger Ranch LLC.

Brief Overview:
We began the meeting with asking the neighbors if they had any questions regarding the development plan as a whole and clarified their concerns to the best of our ability at this stage in the process. We displayed a large plan view of our Master Concept Plan, along with a printed sketch to each landowner in attendance of the proposed buffer location, showing where it would begin and end along the West side of our property boundary. The landowners also received a printed copy of the Master Concept Plan, along with the two buffer options presented and the wording proposed to be accepted and drafted into our conditions of approval for the re-zoning.

Minutes/Q&A:
Q: What trees will be removed due to Tyndall Lane roadway improvements?
A: At this point we cannot tell you exactly what trees may need to be removed (if any) nor can we tell you the exact layout of Tyndall Road, until we get further into the construction process.
Q: Where are you getting utilities from? Will this impact our wells or homes?
A: We will be running water and sewer along Tyndall Road, this would be installed at time of roadway improvements along Tyndall Road.
Q: Will you be paving Rudolph Lane?
A: No, we would not be paving nor maintaining Rudolph Lane.
Q: Will you be removing any Oak Trees from the Northern property line from Curley Road to where your houses end in the loop behind our homes off Tyndall Road?
A: No, we would not be removing any natural landscaping or Oak trees from this Northern area unless they are no longer living, cause a potential hazard to pedestrians, or if required by County.
Q: Will you be removing the cattle fence at the edge of your property line, which is currently being used by several homeowners as a backyard fence of the homes on Rudolph Lane that back up to your development?
A: We do not have any reason to remove that fence if you all wish to keep it in place, it lies very near to the actual property line, and we understand you are using it as a boundary fence, so we have no reason to remove it if Pasco County approves to leave it there.
Q: Several of the neighbors do not want any berm nor fencing nor landscape of any kind aside from what already exists past the mid line of the second to last house on the East side of Rudolph Lane (Abare Property), that way we can maintain part of the view of the natural landscape that is currently there. Since there would be no houses past that point, we do not want anything to block the view of the area you will be keeping as open space.

A: We are fine with this, and have it written into the wording for the buffered zone (attached hereto, verbally agreed to by all, and signed by majority of neighbors but one- Posner).

Q: Concept plans B & C for buffered zone landscaping details show palm trees and pine trees as accent/understory trees, can we replace those with Crape Myrtles? We do not want any palm trees or Pine trees.

A: Yes, we can remove the palms and pines and replace with additional Crape Myrtle trees.

Q: Holly bushes grow well out here, can you use those instead of the Evergreen hedges along the fence line on our side of the 6' tall fence?

A: Yes, we can replace the Evergreens with Burfordi Holly bushes.

Q: Instead of making clusters of Live Oaks and plants, can you space everything out evenly and along the buffer fence line so it will be less "organized" less like a manicured subdivision landscaping, so it looks more natural.

A: Yes, we can place the Live Oaks every 30' o.c., understory trees evenly spaced between (Crape Myrtles), and the hedges are already evenly spaced and staggered so once filled out and grown they will block view of wall more.

Q: Can you leave this landscaping buffer unmaintained so it will grow up more and grow wild and look more like a real natural buffer?

A: No, The landscaping will have to be maintained and trimmed to a certain extent.

Q: Who will be maintaining the landscaping after installed?

A: The HOA or Subdivision Maintenance will be required to keep grass mowed, trees kept up, and bushes trimmed to a certain extent.

Q: What will be going in the open space- dark green areas to the North of our homes?

A: At this time we are not 100% sure until the next phase in our development process, this is just the zoning, just a bubble plan, no construction plans have been completed yet, but when they are you will have another chance to review them before those are approved by the county. Potentially there could be a walking or running trail for pedestrian traffic in this area, for the homeowners in the Boger Ranch Community, but any of that trail would be constructed beyond the 50' buffer which immediately separates our properties, and within the additional 130+ feet to the North. We have 180'+ by over 1,100' of open space here that would not be developed with homes, but would be part of the community.

Q: So, no fencing or landscaping will be installed between our homes and the Northern portion of your property from Curley Road to your boundary to the immediate East of our homes?

A: No, there will be no fencing other than our current cattle/property line fence, which you all have requested to remain in place.

Q: Will there be a playground area in this open space area, where children could cause potential security concerns? Or Only a potential trail/pathway?

A: No playground would be installed in this northern green space, if a playground were to be installed it would closer to the interior of our development, or on the other side of the fence and buffered area to your rural enclave. However, if a pedestrian trail is installed or laid out here, there may be families and/or children using it as a walking/pedestrian trail, but that would be 50' from our property line at a minimum.

Q: What kind of grass would be in this Northern area adjacent to our homes?

A: Similar to the thick pasture grass that is there, or Bahia Sod.

Q: Will you have an entrance off of Curley through this Northern Area which would cause access/privacy concerns?

A: No, our only entrance will be per the plan that you have been provided, which shows the access to our development through Tyndall Road.

Q: When will construction begin?
A: At this time we do not know, we still have this process to complete and then the actual construction drawings to be permitted, which you will also receive notices to be able to review once they are drafted, that could be anywhere from 6-8 months if not more. More information on roadways, exact number of homes and utilities, etc… will be sorted out in that next phase. This is simply a bubble plan, showing where homes would be clustered, roadway concepts, and the maximum number of lots we may be able to develop.
Q: Is your subdivision going to be gated?
A: No it will not be a gated community.
Q: Are you paving Wirt Road to Prospect Road?
A: No, we will only be responsible for the road within our property, which would go just North of our property line on Wirt Road as shown in the Concept Plan.

Additional Comments by Grant Posner, a relative of Mr. Kenneth Posner-Property owner of 10211 Rudolph Lane. Grant Posner rents/resides in the home to the North West Corner of Rudolph Lane, adjacent to Curley Road. This area would require no fencing, and homeowners do not want fencing here, nor a berm, thus it would stay open per landowner's requests (including Grant Posner).

Q: I have some security concerns, How are you going to keep people or kids from coming over the fencing and onto my property? My business involves proprietary information, inventions and work with the DOD, we have equipment on our property that may be confidential, dangerous and very expensive. How will you protect us from homeowners and people/children in your community seeing our property/contents or coming onto my land?
A: The boundary cattle fence, which is opaque enough to still enjoy the scenery you and your neighbors are trying to preserve along this Northern side will stay in place. Your property is not part of the community so no one should be coming onto your land, that would be trespassing, you yourself do not want a fence here, neither do the neighbors between you and your other neighbors on Rudolph Lane.
Q: I have additional safety and security concerns, if anyone were to come onto our property, because there is only a fence/some trees buffering our rural enclave, they may get injured by equipment we have at our home, and the backyard is used at times as a shooting range/area, how would you ensure people wouldn't hop the fence which would put them in harms way??
A: Your property is not our property, nor part of the development, and your comments provide more of a concern for public safety than for buffering your rural enclave, however, the fence that is there will stay in place, you do not want additional fencing, so not sure how to cure this issue. If anyone were to come onto your property that would be trespassing, and that would be illegal.

Final Note:

We reached out to Grant Posner for his parents-the landowner's contact information, as they do not reside there at the property, we had previously tried reaching out, but were only able to reach their son, who had mentioned he was attending meetings on their behalf and would fill them in. We had no other mailing address for the actual landowners (his parents), nor contact info until yesterday when we spoke and emailed back and forth with Mr. Kenneth Posner. In our conversation with Mr. Kenneth Posner, we confirmed receipt of our email along with the documents presented at the neighborhood meeting held on Monday, June 3, 2019.

Conclusion of Meeting regarding Rural Enclave Buffer Details:

- All neighbors with homes bordering our property where houses/development would take place verbally and in writing agreed to the wording presented to them, as well as agreed to the buffer details including types of trees, spacing and end line for the buffer. Everyone was in full agreement and all were asked if there were any additional questions at all or if anything was unclear several times, and they all confirmed they were clear and approved the wording along with details for landscaping (aside from Grant Posner as he is not landowner).
- We collected everyone's email address and let them know that we would have the drawing/concept plan revised by Heidt Design to meet their requests by the following day and would send them the drawing with updated tree species to approve the changes they requested regarding types of trees and spacing. No other changes were necessary. The drawing was modified and emailed to each landowner in attendance, as well as Mr. Wayne Ackett, whom we discussed with separately as he was going to be out of town -he said he would go with what his family and neighbors recommended (Ackett, Ackett, Lane, Mitchell are all immediate family members), as he was selling his home anyway. Grant Posner said he was unable to sign off or agree to anything on his parents behalf because he was not the homeowner of record, he was emailed and provided contact for his parents, who were then emailed all the documentation from the meeting.
- All landowners were once again asked if they had any questions, concerns, and if they did they could contact us or Heidt Design with any questions and we'd be happy to answer.

BOGER RANCH MPUD
VOPH VILLAGE F

Exact Wording to be included in COA's that was signed off/approved by Rural Enclave Landowners aside from Mr. Kenneth Posner:

There shall be a 50-foot buffer along the western boundary of the project abutting the properties that lie within the Rural Enclave as designated in the VOPH Area Plan. Where sufficient existing native landscape exists, such landscape shall remain as part of the rural enclave buffer. The buffer (Exhibit A & B), shall include a 6-foot high fence in addition to shade and understory trees which will be planted 30-feet apart, on average. Landscaping shall also include five shrubs per tree and ground cover plants to create a visual screen at least 80 percent opaque within one year. Areas adjacent to open space, parks and stormwater facilities will not require a buffer or landscaping.

Exhibit A & B are attached and reflect all comments and requests by landowners.

Meeting Minutes By: Whitney Boger Boger Ranch LLC Date: Monday June 3rd 2019

Boger Ranch Neighborhood Meeting - Discuss Buffer Along Rural Enclave

Sign-In	Name & Address	Phone	Email
# Print Name Sign Name	Name Address		
	Rudolph Lane Neighbors		
1	Wayne & Jennifer Ackett 10016 Rudolph Ln, Wesley Chapel, FL 33545		ackettwaa@gmail.com
2 Clydette Ackett Bill Ackett	Wayne Family ✓email sent to sons (Wayne + Scott) 10040 Rudolph Ln, Wesley Chapel, FL 33545	Bill + Clydette Ackett	(email - send to Scott Mitchell)
3 Hannah + Zack Zack + Hannah Lane	Zachary & Hannah Lane 10074 Rudolph Ln, Wesley Chapel, FL 33545		sugarandsweet54@aol.com zacklane_2012@hotmail.com
4 Michael Abare Lori Abare	Michael & Lori Abare 10138 Rudolph Ln, Wesley Chapel, FL 33545		mamabear3365@earthlink.net
5 Jeffrey Mitchell	Jeffrey & Holly Mitchell 'Scott' 10210 Rudolph Ln, Wesley Chapel, FL 33545		scottybolt@me.com
6 Grant Posner	Kenneth & Catherine Posner 10211 Rudolph Ln, Wesley Chapel, FL 33545	grant@3DMusketeers.com Office: 813 803-4973 Cell: 407-538-3752	

941-284-5257 - NOT Working #

352-467-0018 - Ken Posner

* Wording Accepted

Boger Ranch LLC
6-3-19
Minutes by: Whitney Boger

BOGER RANCH MPUD
VOPH VILLAGE F

There shall be a 50-foot buffer along the western boundary of the project abutting the properties that lie within the Rural Enclave as designated in the VOPH Area Plan. Where sufficient existing native landscape exists, such landscape shall remain as part of the rural enclave buffer. The buffer (Exhibit A & B), shall include a 6-foot high fence in addition to shade and understory trees which will be planted 30-feet apart, on average. Landscaping shall also include five shrubs per tree and ground cover plants to create a visual screen at least 80 percent opaque within one year. Areas adjacent to open space, parks and stormwater facilities will not require a buffer or landscaping.

1. Print Name: Bill + Clydette Ackett
   - Sign Name: _____
   - Date: _____
   - Address: 10040 Rudolph Ln
2. Print Name: Zachary + Hannah Lane
   - Sign Name: _____
   - Date: _____
   - Address: 10074 Rudolph Ln
3. Print Name: Michael + Lori Abare
   - Sign Name: _____
   - Date: _____
   - Address: 10138 Rudolph Ln
4. Print Name: Jeffrey "Scott" + Holly Mitchell
   - Sign Name: _____
   - Date: _____
   - Address: 10210 Rudolph Ln
5. Print Name: Grant Posner - Son of Kenneth + Catherine Posner
   - Sign Name: _____
   - Date: _____
   - Address: 10211 Rudolph Ln

requires no Buffer

6. Print Name: Wayne + Jennifer Ackett
   - Sign Name: _____
   - Date: _____
   - Address: 10016 Rudolph Ln

notable to attend emailing docs

BOGER RANCH MPUD
VOPH VILLAGE F

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1. Print Name: Bill Ackett
   - Sign Name: Bill Ackett
   - Date: 6-3-19
   - Address: 10040 Rudolph Ln
2. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
3. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
4. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
5. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
6. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____

BOGER RANCH MPUD
VOPH VILLAGE F

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1. Print Name: Hannah Lane
   - Sign Name: Hannah Lane
   - Date: 6/3/19
   - Address: sugarandsweet54@aol.com

* 2. Print Name: Zachary Lane
   - Sign Name: Zachary Mk
   - Date: 6/3/19
   - Address: zacklane_2012@hotmail.com

3. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____

4. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____

5. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____

6. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____

BOGER RANCH MPUD
VOPH VILLAGE F

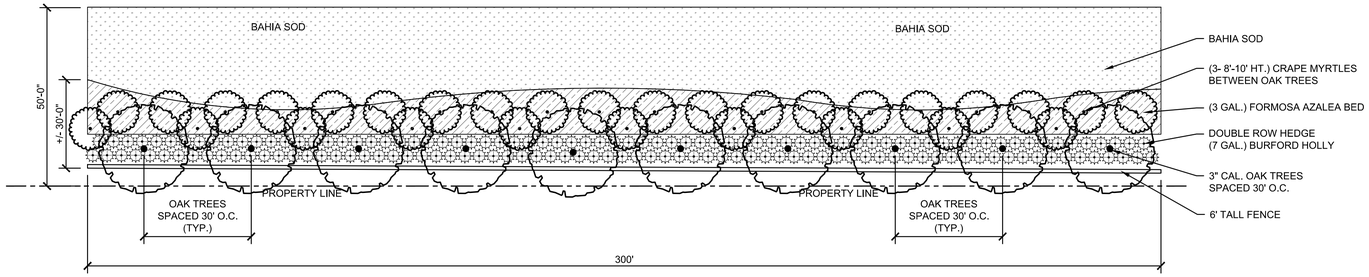
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1. Print Name: Michael Abare
   - Sign Name: Michael Abare
   - Date: 6/3/19
   - Address: 10138 Rudolph Ln. Zephyrhills, FL 33545
2. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
3. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
4. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
5. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
6. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____

BOGER RANCH MPUD
VOPH VILLAGE F

There shall be a 50-foot buffer along the western boundary of the project abutting the properties that lie within the Rural Enclave as designated in the VOPH Area Plan. Where sufficient existing native landscape exists, such landscape shall remain as part of the rural enclave buffer. The buffer (Exhibit A & B), shall include a 6-foot high fence in addition to shade and understory trees which will be planted 30-feet apart, on average. Landscaping shall also include five shrubs per tree and ground cover plants to create a visual screen at least 80 percent opaque within one year. Areas adjacent to open space, parks and stormwater facilities will not require a buffer or landscaping.

1. Print Name: Jeffrey (Scott) Mitchell
   - Sign Name: _____
   - Date: 6/3/19
   - Address: scottybolt@me.com
2. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
3. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
4. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
5. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____
6. Print Name: _____
   - Sign Name: _____
   - Date: _____
   - Address: _____



PLAN VIEW 1"=20'

BUFFER EXHIBIT "A"

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	REMARKS
	LW3	30	Natchez Crape Myrtle Standard	Lagerstroemia x `Natchez`	30 G	3"Cal	8`-10` HT x 5`-6` SPR	No	Yes	Florida Grade #1, Standard, Full form and spread
	QV3	10	Southern Live Oak	Quercus virginiana	B&B	3"Cal	14-16` HT x 10-12` SPR	Yes	Yes	Florida grade #1 Straight central leader with even branching

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	NATIVE	DROUGHT	REMARKS
	IB7	149	Burford Holly	Ilex cornuta `Burfordii`	7 G	30-36" HT X 24-30" SPR	No	Yes	Full form and spread

SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
	AF3	500	Formosa Azalea	Azalea indica `Formosa`	3 G	24-36" HTx18-24" SPR	Yes	No	30" o.c.	Full Form and Spread

GROUND COVERS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
	SOD-PN	7,655 sf	Bahia Sod	Paspalum notatum	SOD	N/A	Yes	Yes		100% Weed Free
	MUL	5,525 sf	Pine Bark Mulch	Pine Bark Mulch	MULCH	N/A	N/A	N/A		3" depth. Free of debris.

PLANTING SCHEDULE

Boger Ranch MPUD

Buffer Exhibit "A"

Boger Ranch, LLC

Pasco County, Florida

06-04-2019	CONCEPT "A"	JC
DATE:	JOB #: BRD PH 1001	

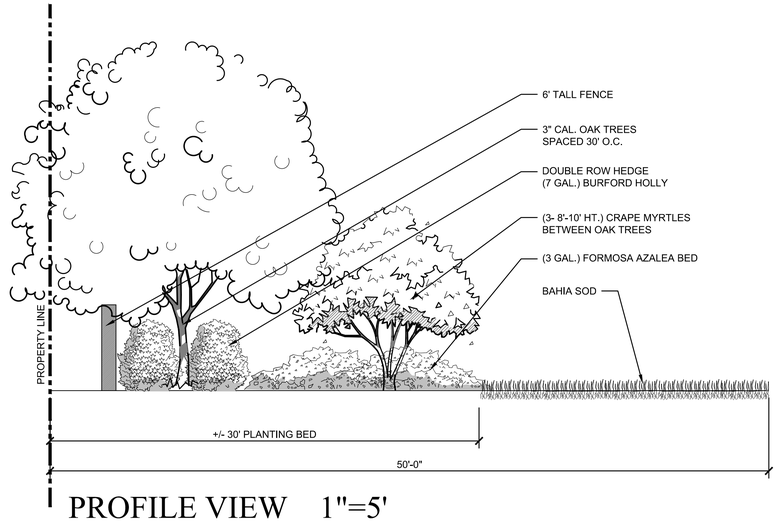
Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

N

HEIDT DESIGN
5904-A Hampton Oaks Parkway
Tampa, FL 33610
Phone:(813) 253-5311
www.HeidtDesign.com

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PROFILE VIEW 1"=5'

Boger Ranch MPUD

Buffer Exhibit "B"

Boger Ranch, LLC

Pasco County, Florida

06-04-2019	CONCEPT "B"	JC
DATE:	JOB #: BRD PH 1001	

Note: This is a preliminary conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

N

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772442

Tampa Bay Times
Published Daily

STATE OF FLORIDA }
COUNTY OF Pasco County } ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: PDD19-058** was published in **Tampa Bay Times: 4/26/19.** in said newspaper in the issues of **Baylink Pasco**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida, each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Signature of Affiant

Sworn to and subscribed before me this 04/26/2019.

Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____

JEAN M MITOTES
State of Florida-Notary Public
Commission # GG009269
My Commission Expires
July 06, 2020

NOTICE OF PUBLIC HEARINGS
ON REZONINGS FOR
PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Villages of Pasadena Hills Stewardship District Planning & Policy Committee will hold a public hearing on Tue, May 14, 2019 at the Historic Pasco Co Courthouse, Board Rm, 2nd Floor, 37918 Meridian Ave, Dade City (DC), FL, at 2:30 pm, & that the Pasco Co Board of Co Commissioners (BCC) will hold a public hearing on Wed, Jun 19, 2019, at the West Pasco Govt Ctr (WPGC), Board Rm, 8731 Citizens Dr, New Port Richey (NPR), FL, at 1:30 pm, to consider applications for rezoning pursuant to the provisions of the Pasco Co Land Dev Code, Chapter 460. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following applications:

1. Boger Ranch, LLC/VOPH Village F Boger Ranch MPUD (#7383) petition for a rezoning from an A-C Agricultural District to a MPUD Master Planned Unit Development District for a par loc on the E side of Curley Rd approx. 1,300' N of Tyndall Rd extdg S & Ely for approx. 4,000' (aka 10137-10218 Wirt Rd, DC, FL).

2. Evans Properties, Inc./Evans Parcel G-2 VOPH MPUD (#7400) petition for a rezoning from an A-C Agricultural District to a MPUD Master Planned Unit Development District for a par loc at the SW cor of the inter of Handcart Rd & Kiefer Rd, DC, FL.

All interested parties are encouraged to attend the said public hearings. If you are in opposition to any of the above-stated applications, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the BCC or Villages of Pasadena Hills Stewardship District Planning & Policy Committee w/respect to any matter considered at any meeting or hearing will need a record of the proceedings & may need to ensure that a verbatim record of the proceedings is made which includes the testimony & evidence upon which the appeal is to be based.

Information concerning applications will be on file & available for examination in the office of the Pasco Co Planning and Dev Dept, WPGC, 8731 Citizens Dr, NPR, FL.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within 5 working days of publication of this notice, please contact the Human Resources Dept, WPGC, 8731 Citizens Dr, Suite 330, NPR, FL 34654 5598; (727) 847 8030 (V) in NPR; (352) 523 2411, Ext. 8030 (V) in Dade City (DC); (813) 996 2411, Ext. 8030 (V) in LOL; or via (727) 847 8949, if you are hearing impaired.

PDD19-058

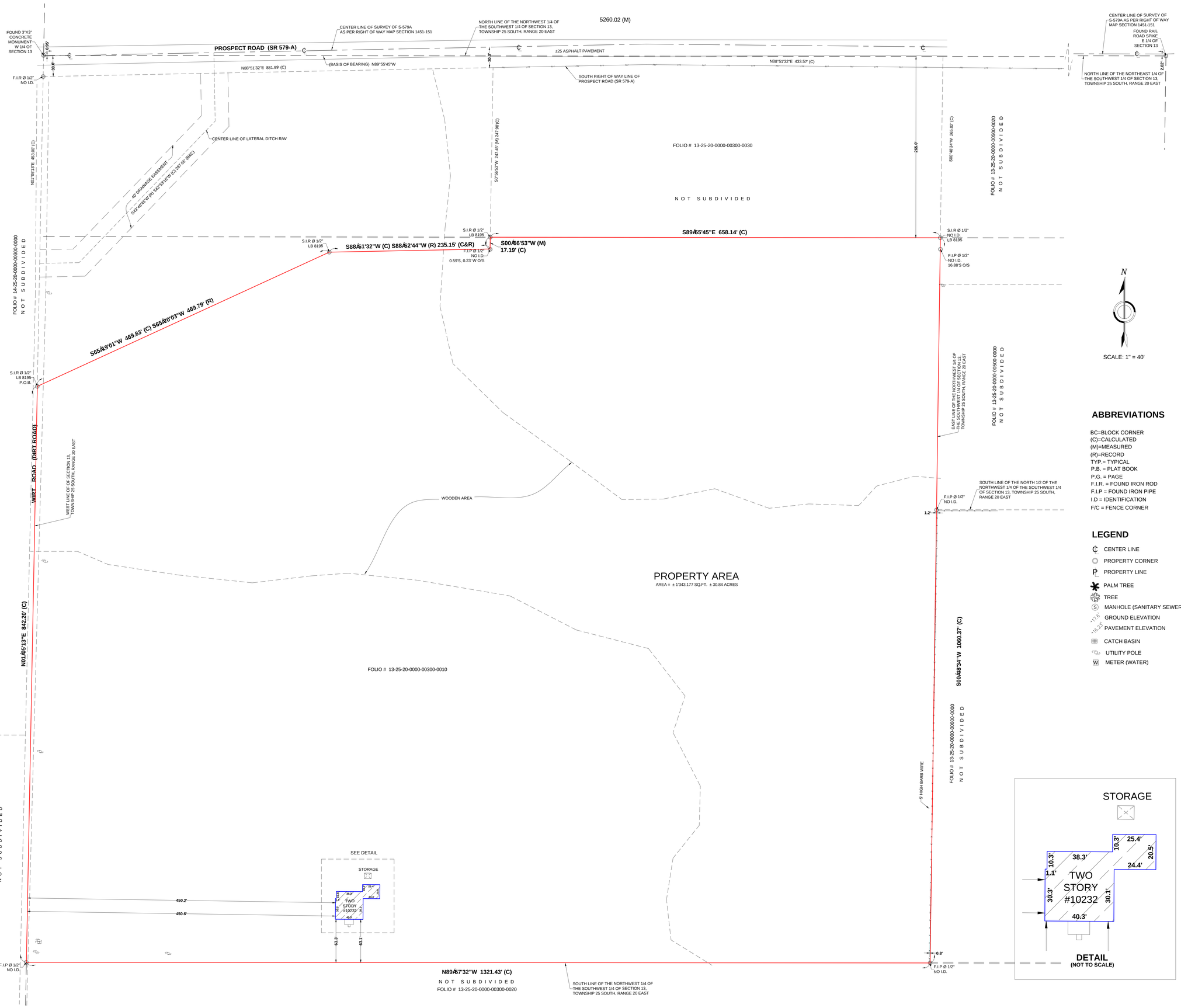
April 26, 2019 772442

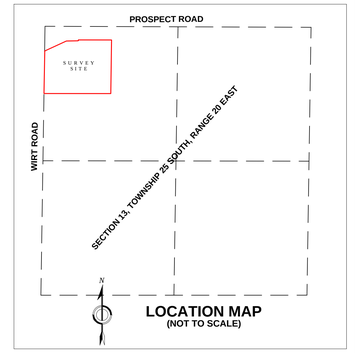
EXHIBIT A

LEGAL DESCRIPTION

B O U N D A R Y S U R V E Y

SECTION 13, TOWNSHIP 25S, RANGE 20E. PASCO COUNTY





N

SCALE: 1" = 40'

ABBREVIATIONS

BC=BLOCK CORNER
(C)=CALCULATED
(M)=MEASURED
(R)=RECORD
TYP.= TYPICAL
P.B. = PLAT BOOK
P.G. = PAGE
F.I.R. = FOUND IRON ROD
F.I.P = FOUND IRON PIPE
I.D = IDENTIFICATION
F/C = FENCE CORNER

LEGEND

- C CENTER LINE
- PROPERTY CORNER
- P PROPERTY LINE
- PALM TREE
- TREE
- S MANHOLE (SANITARY SEWER)
- +17.6' GROUND ELEVATION
- +16.23' PAVEMENT ELEVATION
- CATCH BASIN
- UTILITY POLE
- W METER (WATER)

PROPERTY ADDRESS:
10232 WIRT RD, DADE CITY, FL 33525
(FOLIO No. 13-25-20-0000-00300-0010)

DESCRIPTION:

ALL THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LYING SOUTH OF STATE ROAD 579-A.

LESS THAT PART OF THE NW 1/4 OF SW 1/4 OF SECTION 13, TOWNSHIP 25 S, RANGE 20 E, DESCRIBED AS FOLLOWS: COMMENCE AT A POINT DESIGNATED AS STATION 118+45.17 ON THE SURVEY LINE OF STATE ROAD S-579 & S-579A, SAID POINT ALSO ON THE WEST LINE OF THE SW 1/4 OF SECTION 13, TOWNSHIP 25 S, RANGE 20 E, LYING 0.95 FEET S00°58'45"W OF A 3"X3" CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SECTION 13; RUN THENCE S01°05'13"W A DISTANCE OF 30.02 FEET TO POINT OF BEGINNING; THENCE RUN N88°51'32"E A DISTANCE OF 881.99' ALONG THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD (SR 579-A); THENCE RUN S89°26'28"E A DISTANCE OF 433.57 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD (SR 579-A); THENCE S00°48'34"W A DISTANCE OF 265.02 FEET; THENCE S89°55'45"E A DISTANCE OF 658.14 FEET; THENCE S00°56'53"W A DISTANCE OF 17.19 FEET; THENCE S88°51'32"W A DISTANCE OF 235.15 FEET; THENCE S65°19'01"W A DISTANCE OF 469.83 FEET; THENCE N01°05'13"E A DISTANCE OF 453.00 FEET TO POINT OF BEGINNING.

FLOOD ZONE INFORMATION:
COMMUNITY: PASCO COUNTY - 120230
MAP/PANEL NO. 12101C0267F
SUFFIX: F
FIRM DATE: 09/26/2014
FLOOD ZONE: X & AE

THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE MAP OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PASCO COUNTY, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THE MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALE IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS BROUGHT TO THE FACT THAT SAID DRAWING MAY BE ALTERED IN SCALE BY THE REPRODUCTION PROCESS

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A BOUNDARY SURVEY ONLY AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY BOARD, COMMISSION OR OTHER ENTITY.

LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.

WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT UNLESS OTHERWISE SHOWN.

BEARINGS AS SHOWN HEREON ARE BASED UPON AN ASSUMED VALUE OF N89°55'45"W FOR THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST AS DEPICTED ON THE MAP OF SURVEY.

LEGAL DESCRIPTION SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR RECORDED EASEMENTS.

THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP, POSSESSION OR OCCUPATION OF THE SUBJECT PROPERTY BY ANY ENTITY OR INDIVIDUAL.

SUBSURFACE IMPROVEMENTS AND/OR ENCROACHMENTS WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO THIS MAP OF SURVEY BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

THIS MAP OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.

NO TREES FOUND 20' AWAY FROM PROPERTY UNLESS DEPICTED ON THIS MAP.

CERTIFY TO:

BOGER RANCH II, LLC
BRAD BOGER
MERITAGE HOMES OF FLORIDA, INC.
DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A.
BOOTH & COOK, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "BOUNDARY SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "BOUNDARY SURVEY" MEETS THE INTENT OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

GPS GLOBAL PROJECTS SURVEYING
PROFESSIONAL SURVEYOR AND MAPPER
PHONE: (813) 423-3483
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ORIGINAL FIELD DATE 04/26/2021
REVISIONS:
JOB NO. 17_0744
DRAWN CAM
SHEET 1/1

EXHIBIT B

CONDITIONS OF APPROVAL

VILLAGES OF PASADENA HILLS
BOGER RANCH II/VILLAGE F
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7560

Master Development Plans

1. Development shall be in accordance with the plans and information submitted on May 2021 and revised on January 2022, July 2022, June 2023, September 2023 and October 2023; and the Villages of Pasadena Hills (VOPH) Enabling Documents including the Land Development Code (LDC), the Master Roadway Plan (MRP), the Financial Plan (FP), and the Comprehensive Plan as applicable to the VOPH Special Planning Area, unless otherwise stipulated or modified herein.

Environmental

2. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

3. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

4. The upland buffer line shall be clearly field demarcated prior to any construction activities. No construction activities, including clearing, grading, or grubbing, shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County approved construction plans for the project.

5. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to issuance of site development placard.

Open Space/Buffering

6. The developer(s) shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a

Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special-purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

7. Neighborhood parks have not been reviewed or approved for consistency with the Land Development Code (LDC), Section 905.1, Neighborhood Parks. Specific review and approval of the neighborhood parks will be conducted at PDP/PSP submittal.

8. The developer/builder shall provide the appropriate number of trees per lot pursuant to the table located in the LDC, Section 905.2.D.2.a. If the developer/builder is unable to provide the appropriate number of trees on the lot due to easement(s) or other constraints as determined by the County Administrator or designee, then the developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch, but not to exceed $500.00 for each residential unit, or $500.00 for each 2,000 square feet of the first floor building area for non-residential development pursuant to Section 802.3.C. of the LDC.

Transportation/Circulation

9. The VOPH Transportation Analysis submitted by the applicant assumes the following land uses: 136 single family homes. Any development of land use(s) that generate(s) greater traffic impacts than those assumed shall require an updated VOPH Transportation Analysis utilizing a methodology approved by the County. The BCC or County Administrator or designee, may impose additional conditions on the applicant or developer based on any required, updated County-approved VOPH Transportation Analysis.

10. Prior to approval of the first record plat, or where platting is not required, prior to approval of the first construction plan, the developer shall construct or bond the following improvements, if not constructed by others:

a. Tyndall Road from Curley Road to Elam Road/Wirt Road as a new two (2) lane undivided roadway in accordance with the VOPH Master Roadway Plan, Typical Cross Section 70AA, and including a 235-foot southbound left turn lane and a 270-foot westbound left turn lane at the intersection of Tyndall Road and Curley Road, with such modifications as may be approved by the County Administrator of designee in accordance with the VOPH Master Roadway Plan.

b. Elam Road/Wirt Road from Tyndall Road to the project entrance as a new two (2) lane undivided roadway in accordance with VOPH Master Roadway Plan, Typical Cross Section 70AA, and including a 320-foot eastbound left turn lane at the intersection of Tyndall Road and Elam Road/Wirt Road, with such modifications as may be approved by County Administrator or designee in accordance with the VOPH Master Roadway Plan.

The developer shall receive VOPH Transportation Development Fee credits for the above improvements which shall include construction, right-of-way acquisition, drainage/retention, wetland and flood plain facilities, however, such credits will be subject to a Development Agreement which must be submitted to and approved by the BCC.

11. The entire project must be platted, or if platting is not required, all building permits must be issued prior to the expiration of this MPUD, which is December 31, 2065 (subject to any statutory or County-wide extensions issued subsequent to the approval of these conditions of approval) based upon the VOPH Enabling Documents.

12. All alternative transportation facilities which contain vehicular travel lanes for golf carts, autonomous vehicles and/or low-speed vehicles, shall be owned and maintained by a HOA and/or CDD. The applicable entity shall govern the rules and regulations applicable to such vehicle use on any alternative transportation facility paths, multipurpose trails, alleys, or streets which are not County public roadways.

13. The design, construction and use of any street or roadway authorized as a permitted road for golf carts or low-speed vehicles by resolution within VOPH shall include the installation of traffic control, signage, and other safety features as required therein for such alternative vehicle use. Pursuant to Chapter 316.212 (1), Florida Statutes and Pasco County Resolution No. 21-086, the HOA and/or CDD shall post appropriate signs indicating that golf cart use is allowed on all such permitted roads.

14. All internal streets/roads shall comply with LDC 901.8 to ensure pedestrian connectivity throughout the subject project and pedestrian connectivity to abutting properties.

Access Management

15. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose additional conditions on the applicant/developer.

16. Prior to first plat record approval, applicant shall provide the following Access related improvements, if not constructed by others:

a . At Elam Road and Project Access B/C, construct a 195-foot northbound left turn lane, a 170-foot northbound right turn lane, and a 195-foot southbound left turn lane.

The developer shall not receive VOPH Transportation Development Fee credits for above site access improvements.

17. At each PDP/PSP approval, the County Engineer, or designee, may also require site-specific internal or external intersection improvements. Intersection improvements shall be in accordance with the LDC and Access Management Standards as amended. Any intersection improvement required for subdivision and/or driveway access to an intermediate or primary roadway shall be deemed site-access related and not creditable.

18. All roads that will be used to access public-purpose sites, such as public school, park, library, and fire rescue sites (as determined by the School Board, Parks and Recreation Department, Libraries Services Department, Fire Rescue Department, or the Planning Commission (PC), as applicable) shall be public roadways and constructed in accordance with applicable County/Florida Department of Transportation (FDOT) design, construction, and signage standards; e.g., Chapter 316, Florida Statutes, and *Manual of Uniform Traffic Control Devices* standards. Such roadways shall be deeded in fee simple to the County or the FDOT, as applicable, prior to or concurrent with the first record plat containing such roadways or where no record plat is required, prior to or concurrent with the issuance of the first Certificate of Occupancy (CO) for a building utilizing such roadways.

Dedication of Right-of-Way

19. Street connections and rights-of-way to adjoining areas, as shown in the MPUD Master Plan, shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary at the time of PDP approval. Those streets that are required to ensure adequate traffic flow to and through the land are to remain public and shall not be gated.

20. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

21. Subject to the provisions of the LDC, Section 901.2.J. (Transportation-Corridor Management; Dedication-Rough Proportionality), the developer(s) shall convey, at no cost to the County, 70 feet of right-of-way for the construction of Elam Road in accordance with the VOPH Master Roadway Plan (MRP) as amended from time to time and as applicable to this MPUD. If required within this MPUD, this MPUD owner/developer also shall dedicate any additional right-of-way required for applicable intersection improvements, if any.

In addition, the developer shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned roadway; i.e., VOPH-MRP, improvements for roadway segments identified above within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, permanent slope easements (once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to the above roadway segments, and this paragraph of this condition shall expire after such stormwater-management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 406.3. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

In the event the developer or its designee utilizes commingled drainage/retention, wetland, and/or floodplain mitigation facilities, maintenance and operation shall be the responsibility of another entity other than the County. The County may have the right, but not obligation, to access and maintain these facilities.

22. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

23. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

24. The developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to identify and provide the location of the

required interconnecting roadway [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.

25. Prior to the first PDP/PSP submittal, the developer(s) may submit a Master Roadway Plan (MRP) to the PDD for review and approval. The plan shall include, at a minimum, right-of-way widths, roadway cross sections, number of lanes, intersection geometry, phasing, design speed, internal access points, required interconnects, and alignment for major County collector and arterial roadways within the MPUD. The plan shall also demonstrate compliance with the County's collector and arterial design and spacing standards of the LDC, Section 901.1, Transportation-Corridor Spacing. The County shall reserve the right to require specific dates or deadlines for completion of construction for any portion of these roads and intersections.

26. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDD for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

27. The developer(s) may submit an overall pedestrian/bike path plan to the PDD for approval prior to approval of the first PDP/PSP, which provides a path circulation in accordance with the Pasco County LDC, as amended, or an alternative method acceptable to the PDD, and in compliance with the handicapped provisions of Section 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.

28. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular

pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

29. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD(s) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD(s) that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

    a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

    b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

30. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and non-potable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

    d. Method of lighting for all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

    e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

31. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.

32. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

33. Any required off-site utilities transmission lines and appurtenances required to extend service to the MPUD project shall be provided by the developer or its designee, pursuant

and subject to the VOPH Master Utilities Plan and the VOPH Enabling Documents. The costs incurred for the applicable portions of such off-site utilities' infrastructure shall be creditable against the VOPH utilities fee surcharges, only (not creditable against base utility impact fees), as provided in the VOPH Enabling Documents, unless other terms and conditions for the provision of utilities infrastructure to the MPUD are made by mutual agreement between the developer or its designee and the County in a separate Development Agreement.

34. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

    a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

    b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

35. The developer shall submit a Stormwater Management Plan and Report (SMP) for its portion of Village F in accordance with the Pasco County LDC as amended and the village specific master plan requirements in the Comprehensive Plan VOPH Area Plan, which may be utilized by others in Village F to complete a Master Regional plan for the entire Village. The SMP shall be approved prior to or simultaneous with application for construction plan review for the first development phase/increment of this MPUD. If it is determined that this project is located within a closed basin, the developer shall comply with closed basin criteria (County & SWFWMD) in effect at the time of SMP approval. Postcondition discharge from the site shall replicate precondition. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases unless an interim design for drainage is approved by the Planning & Development Department.

36. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

37. At time of the first site development permit, the applicant shall comply with applicable County floodplain management requirements.

38. All pass-through drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the county the right, but not the obligation, to access and maintain.

39. The developer acknowledges that the HOA and/or CDD documents shall include language to prevent the residential lots from filling below the 100-year floodplain and/or altering drainage patterns on residential lots without permitted approval from Pasco County and/or SWFWMD as applicable. The HOA and/or CDD documents shall be provided to Pasco County for review and approval at the time of plat review.

40. The applicant shall verify if the proposed project is within a Basin of Special Concern. If the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

Land Use

41. The residential dimensional standards are as follows:

LOT DEVELOPMENT STANDARDS

PRODUCT TYPE	MINIMUM LOT SIZE (SF)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MINIMUM FRONT YARD SETBACK HOME/GARAGE (FT)	MINIMUM SIDE YARD SETBACK (FT)	MINIMUM REAR YARD SETBACK (FT)	MAXIMUM LOT COVERAGE (PRIMARY/ ACCESSORY) (%)	MAXIMUM BUILDING HEIGHT (FT)
SINGLE FAMILY DETACHED	4,500	45	100	18/23	7.5	15	65	35
TOWNHOMES	1,260	18	70	18/23	0/7.5	15	75	45

NOTES:
1. The minimum lot size for single family detached is 45' wide.
2. Corner lots shall not be required to be 10 feet greater than the nominal width listed above.
3. Accessory structures shall have a minimum rear yard setback of 5 feet.
4. Front setbacks and corner side setbacks shall be measured from the back of sidewalk.
5. Lot coverage is subject to required setbacks and landscape buffers.

42. Notwithstanding the foregoing dimensional standards, the density and intensity of all uses within the MPUD land area shall be within the minimum and maximum ranges set forth below, which shall supersede the foregoing dimensional standards in the event of a conflict:

Village Core- Maximum of 10 DU/Net Developable Acre and a minimum of 4 DU/Net Developable Acre, and Maximum of .75 FAR for non residential development.

Neighborhood General- Maximum of 5 DU/Net Developable Acre.

Neighborhood Edge- Maximum of 2 DU/Net Developable Acre.

The Comprehensive Plan allows the minimum and maximum residential densities within the village core, neighborhood general and neighborhood edge to be based upon the total developable acreage of those neighborhoods. However, unlimited transfers or allocations of densities among VOPH neighborhoods has the potential of (a) being contrary to the general intent of VOPH, which is to concentrate higher densities within the village core, and (b) adversely affecting landowners outside of the specific PDP/PSP under review. Accordingly, as a general rule, each PDP/PSP submitted for the MPUD shall demonstrate compliance with the above minimum and maximum densities/intensities within the

PDP/PSP under review, without considering the densities/intensities for any other land outside of the PDP/PSP under review. However, as an exception to this general rule, unused density in any neighborhood general or neighborhood edge area may be transferred or allocated to the village core, either as density that may exceed the maximum of 10 du per acre in the village core, or as a residential to non-residential conversion pursuant to a LUEM (subject to any non-residential square footage limitations in the Comprehensive Plan), provided that (a) the landowner transferring or allocating such density has provided a signed and recorded document evidencing its intent to transfer or allocate such density, which may be a signed and recorded version of the PDP/PSP approval(s) that transfer or allocate such density, and (b) the density transfer or allocation does not cause the total approved entitlements of the affected MPUD(s) to be exceeded, and (c) the density transfer or allocation is within the same village (or within in a single MPUD which lies in more than one village).

43. Single Family Detached Additional Standards

a. Product Location and Size

No more than 50 percent of the lots may be 45-foot wide front-loaded lots. Any such lots above the 50 percent threshold shall be rear-loaded. Townhomes and multi-family residential lots shall not be used to calculate the 50 percent threshold.

b. Tree and Landscaping Requirements

(1) Shade Trees – Each front-loaded single family detached lot shall have a minimum of (2) shade trees on or in front of the lot, one (1) of which may be in the side or back yard and one (1) of which must be in the front of the home but may be either a street tree (in front of the lot) or a lot tree (in the lot front yard).

Note: If the builder chooses to use home designs that bring the building three (3) to five (5) feet in front of the garage (building forward design), then the builder may replace one front yard shade tree with another type of tree (but not queen palms or crepe myrtles) or choose to put one shade tree in the backyard. Building forward design enhances the streetscape by minimizing garage/garage door dominance.

(2) Minimum Landscape Beds – these shall be required for the front yard and include the beds around street and front yard trees.

(a) 100 square feet total area in landscape beds for 40-foot-wide lots and 45-foot-wide lots

(b) 125 square feet total area in landscape beds for 50-foot-wide lots

(c) Note: For the purposes of this measurement, front yards shall be measured from the back of curb to five (5) feet behind the body of the home

c. Driveway Requirements

(1) Twenty-three (23) foot driveway depth from back of sidewalk to garage

(2) Best efforts shall be made to stagger driveways along residential streets to provide for potential on-street parking opportunities.

d. Street Type Standard

(1) 50-foot right-of-way (ROW) per VOPH MRP

(a) Twenty-two (22) feet of urban pavement width (dual 11-foot drive lanes)

(b) Five (5) foot sidewalks on either side of street

(c) Seven (7) feet of sod/tree strip on either side of the street between the sidewalk and the street

(d) Two (2) foot curbs (vertical in design, e.g. Type A, D, F, Miami, etc.)

e. Parking Standard

(1) Subject to the limitations set forth in Condition No. 54, on-street parallel parking shall be allowed where driveways next to each other are staggered so long as the vehicles do not impede the use of either driveway.

f. Architectural Requirements

(1) Monotony Control

Houses shall be required to address the following requirements to avoid architectural monotony:

(a) A proposed home shall have three different architectural features (as defined below) from the two houses on either side of it that face the street.

(b) A proposed home shall differ in appearance (as set forth in section (2)(b) below) from the houses directly adjacent to it when facing another road.

(c) The rear of a proposed home shall differ in appearance (as set forth in section (b)(ii) below) from the houses directly adjacent to it when facing another road.

(2) Architectural Features

To establish a difference in architectural features between homes of the same model type facing a street or mews, a minimum of three (3) architectural features shall differ on all 45-foot and 50-foot lots.

(a) These features include different: colors, materials (e.g. stucco, siding, brick, stone, etc.), elevations, arrangement of openings such as windows and doors, gables and eaves, dentils, cornices, trim, divisions of lights within windows, variation of building elevation (i.e. height, recessed planes, etc.) porches, porticos, dormers, location of garage (left, right or rear), ornamental or decorative garage doors, ornaments such as medallions, shutters, etc., and color or material of rooftops (e.g. Shingles, tiles, etc.). if different models of homes are adjacent to or across from each other, monotony is avoided.

(b) For the rear of homes that back-up to or face a street (i.e. local, collector, or arterial), the differing appearance shall be accomplished, at a minimum, by the reversal of floor planes or changes in material colors.

(c) No more than 20% of garages shall protrude more than 8 feet beyond the roof line of each single family detached unit and each such garage (protruding more than 8 feet beyond the roof line) shall contain decorative garage fronts.

The applicant/developer has committed to, and is hereby requiring, the foregoing architectural and monotony controls, notwithstanding any potential contrary requirements in Section 163.3202(5)(a), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer pursuant to Section 163.3202(5)(c), Florida Statutes, and not a requirement of the County, to the extent that Section 163.3202(5)(a), Florida Statutes, prevents the County from applying or enforcing architectural or monotony controls in this MPUD.

44. Townhome Additional Standards

a. Townhome buildings shall be limited to 3-8 units per building.

b. Townhome products may have a zero (0) foot side setback, subject to required landscape buffers, with a 15-foot minimum distance between buildings.

c. For townhomes, the 23-foot minimum front setback is measured from the back of the sidewalk to the garage and the setback to the body of the building shall be 18 feet minimum.

d. Driveway width shall be a maximum of two (2) feet wider, in total, than the garage door width.

e. Townhome products using typical townhome neighborhood design with individual driveways to accommodate parking for each townhome unit shall be platted via a subdivision plat or a condo plat.

f. Townhome products with one-car garages shall have one-car driveways.

g. Architectural Features

Each townhome building with 3-8 units shall have three (3) different architectural features from the following list:

(1) Varying roof styles (hip, Gable, Boston Hip)

(2) Arrangement of window openings

(3) Window grids

(4) Siding types (lap, board and batten, brick, and stone, etc.)

(5) Accent lap siding at gables (faux louvers)

(6) Raised stucco banding

(7) Hardee board banding (or similar material type)

(8) Decorative shutters

(9) Decorative brackets

(10) Stucco cornices (headers) at windows, doors, garage doors

(11) Decorative coach lights

(12) Building forward design (building chassis 3 foot to 5 foot in front of garage)

The applicant/developer has committed to, and is hereby requiring, the foregoing architectural and monotony controls, notwithstanding any potential contrary requirements in Section 163.3202(5)(a), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer pursuant to Section 163.3202(5)(c), Florida Statutes, and not a requirement of the County, to the extent that Section 163.3202(5)(a), Florida Statutes, prevents the County from applying or enforcing architectural or monotony controls in this MPUD.

h. Landscaping

The following are the minimum landscape requirements that shall be included for front-loaded townhomes:

Townhomes Per Building	Min Green Space Sq Ft	Min Shade Trees	Min landscaped beds % of Greenspace
3	800	2	15%
4	900	2	15%
5	1,050	3	15%
6	1,200	3	15%
7	1,350	4	15%
8	1,500	4	15%
* Greenspace calculated from the face of the building to the back of curb, inclusive of the area in front of the building face in the side yard.			
** Utility boxes, light fixtures and similar facilities are allowed in the Greenspace without penalty			

(1) Any lot/street trees required by the table above will be a shade tree or palm tree (at a ratio of three (3) palms to every-one (1) shade tree). Front yard lot/street trees in a townhome block may not be substituted with understory or ornamental trees (including queen palm or crepe myrtles).

i. Street Type Standard

(1) The following street type shall be required for townhome products:

(a) 50-foot right-of-way (ROW) per the VOPH MRP

(i) Twenty-two (22) feet of urban pavement width (dual 11-foot drive lanes)

(ii) Five (5) foot sidewalks on either side of the street

(iii) Seven (7) feet of sod/tree strip on either side of the street between the sidewalk and the street

(iv) Two (2) foot curbs (vertical in design, e.g. Type A, D, F, Miami, etc.)

To allow additional room for tress and landscaping, utility easements may be allowed under sidewalks, such that 5' of utility easement is under the sidewalk (ROW), and 5' is on the lot. Additionally, water mains and sanitary lines may be installed under streets or sidewalks in townhome development ROWs.

j. Model Center

(1) The developer may utilize one model center per product type which can exceed the ten percent maximum allowed model center lots per the LDC.

45. The landscape buffers are to be located within tracts for residential developments, and cannot be counted toward the minimum setback requirements. The applicable side- or rear-yard setback shall be measured from the landscape buffer easement or tract line.

46. Recreation-center development standards shall be in accordance with the C-1 Neighborhood Commercial District.

47. The total aggregate number of dwelling units for the MPUD shall not exceed 136 units subject to application of the LUEM.

48. The maximum density set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

49. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

50. Approved MPUD entitlements may be exchanged in accordance with the LUEM attached as Attachment "B" hereto. In the event a permitted land use within the MPUD is not specifically listed in the LUEM, a trip use equivalency may be provided by the developer to document that the trip generation of the permitted land use is the same (equal to or less than) as an approved land use. Land use exchange requests shall be submitted to the PDD Administrator or designee for verification as to implementation and administrative approval in accordance with the LUEM and shall not constitute an amendment to the MPUD.

Education Facilities

51. Based upon the available VOPH school sites procured elsewhere by the Pasco County School District (PCSD), PCSD has waived any requirement for a school site within this MPUD. This MPUD shall comply with the requirements of the VOPH Financial Plan, as amended from time to time, regarding the payment of the required VOPH Development Fees applicable to schools, including the applicable base fees and surcharges.

Interim Land Uses

52. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

Procedures

53. The applicant/developer shall ensure that the HOA required to be established under this MPUD incorporates the minimum tree and architectural requirements in conditions 43.b, 43.f, 44.g and 44.h, into the HOA covenants, conditions, and restrictions and shall ensure that the HOA is the primary enforcement entity for the tree requirements after the MPUD entitlements have received a final inspection or Certificate of Occupancy, and the only enforcement entity for the architectural requirements. If the County becomes aware of violations of conditions 43.b, 43.f, 44.g or 44.h , the County reserves the right to hold the

developer (until the turnover to the HOA) and/or HOA responsible for such violations of the foregoing requirements. This condition shall not be construed as any attempt by the County to enforce architectural requirements in this MPUD; rather, the condition is intended to ensure that the developer and HOA honor their commitment to privately impose such requirements pursuant to Section 163.3202(5)(c), Florida Statutes.

54. On-street Parking: The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways. In addition to the other requirements of this condition, the HOA or CDD required to be established under this MPUD shall include provisions which limit parking to one side of each street within the MPUD (in those areas where on-street parking is allowed at all pursuant to the LDC) so as to avoid the obstruction of on-site roadways, but providing such parking limitation shall not implicate the provisions of LDC Section 907.1.E. requiring additional 0.25 visitor parking spaces.

55. A disclosure statement regarding the construction of all future roadways abutting and through the MPUD (i.e. Elam Road) shall be included in all sales contracts for residential and nonresidential sales with the MPUD. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable.

56. Prior to the first record plat approval, or construction plan approval where no plat is required, the developer/owner shall record a "Consent to Development Fee Surcharges and Special Assessments" in a form acceptable to the Pasco County Attorney's Office and in accordance with the LDC, Section 602.8.K.3. and Section 602.8.M.4.

57. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

58. Because the VOPH Area Plan is a 2065 Horizon Plan, this MPUD rezoning shall remain in force and effect for the duration of the VOPH Area Plan, including any subsequent extensions thereof.

59. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

60. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

61. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. An increase in dwelling units within increments is allowed without modification to the master plan as long as there is a corresponding decrease and the total maximum number of entitlements is not increased as approved for the MPUD, or such increase is otherwise permitted by an exchange permitted by the LUEM.

62. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units which have received PDP/PSP approval, construction plan/construction site plan approval, and/or record plat approval.

63. An extension of time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

64. Development is exempt from the LDC: Concurrency Management System, for parks and recreation, and transportation only pursuant to the LDC Section 602.8.M.5, provided the project complies with the VOPH Financial Plan, as amended.

65. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the BCC approved document is completed (including notarization) and received by the PDD after the BCC action.

66. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid,

or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

OWNER'/DEVELOPER' ACKNOWLEDGMENT:

The owner/developer acknowledge that he **OR** she **OR** it has **OR** they have read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

(Individual)

_____ _____
Date Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me the _____ (date), by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Seal

_____
NOTARY

ATTACHMENT B

VOPH Boger Ranch II MPUD

LAND USE EQUIVALENCY MATRIX

CONVERSION FROM/TO:	Townhomes (du)
Single Family Detached (du)	1.7544

(1) Source - ITE Trip Generation Manual, 11th Edition , Study dated April 2021

(2) Trip Rates

Single Family Detached(du)	1.0000 TE/du
Townhome(du)	0.5700 TE/du

(3) Example: Convert Single family to Townhome

1 du= 1 x 1.7544= 1.7544 Townhome du

(4) For landuses not specifically identified a trip equivalency analysis will be required

EXHIBIT C

MASTER PLAN

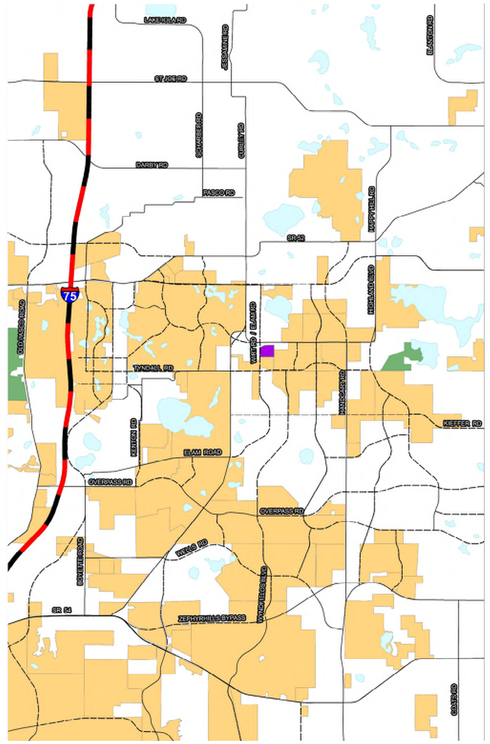
AREA & DENSITY CALCULATIONS

		Acreage	Percentage	Residential Minimum Density/ Intensity	Residential Maximum Density/ Intensity	General Commercial Maximum F.A.R.	Residential Minimum Units	Residential Maximum Units	Proposed Residential Units	Community Center General Commercial Maximum Intensity	Neighborhood Center (Max. 20,000 sqft 3 Centers or May Be Combined with Community Center) Maximum Intensity
NON DEVELOPABLE											
CORE RESERVE											
	UPLAND	0.0			3.6			0			
	CATEGORY I WETLANDS	0.0			0.9			0			
TOTAL CORE RESERVE		**0.0**						**0**			
WETLANDS											
	CATEGORY I WETLANDS	4.3			0.9			4			
	CATEGORY II & III WETLANDS	0.0			0.4			0			
TOTAL WETLANDS		**4.3**						**4**			
NON DEVELOPABLE AREA		**4.3**						**4**			
DEVELOPABLE											
PUBLIC SPACES											
	COMMUNITY FACILITIES (SCHOOL)	0.0	0%								
	OPEN SPACE & BUFFER	0.0	0%								
TOTAL PUBLIC SPACES		**0.0**	**0%**								
CORE											
	RESIDENTIAL	0.0	0%	4	10		0	0			
	NON-RESIDENTIAL (COMMUNITY SCALE CENTER)	0.0	0%			0.75				0	0
TOTAL CORE		**0.0**	**0%**				**0**	**0**		**0**	**0**
NEIGHBORHOOD GENERAL											
	RESIDENTIAL	26.5	100%		5.0		0	133	136		
	NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)	0.0				0.75					0
TOTAL NEIGHBORHOOD GENERAL		**26.5**	**100%**		**5.0**		**0**	**133**	**136**		**0**
NEIGHBORHOOD EDGE											
	RESIDENTIAL	0.0	0%		2		0	0			
	NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)	0.0				0.35					0
TOTAL NEIGHBORHOOD EDGE		**0.0**	**0%**				**0**	**0**			**0**
DEVELOPABLE AREA		**26.5**					**0**	**133**		**0**	**0**
TOTAL		**30.8**					**0**	**137**	**136**	**0**	**0**
GROSS RESIDENTIAL DENSITY								**4.4**	**4.4**		
NET RESIDENTIAL DENSITY								**5.2**	**5.1**		
VILLAGE GROSS RESIDENTIAL DENSITY		**3.6**									

WETLAND SUMMARY	
EXISTING	**AC.**
CATEGORY I WETLANDS	4.3
CATEGORY II WETLANDS	0.0
CATEGORY III WETLANDS	0.0
TOTAL EXISTING WETLANDS	**4.3**
PROPOSED	**AC.**
CATEGORY I WETLANDS	4.3
CATEGORY II WETLANDS	0.0
CATEGORY III WETLANDS	0.0
TOTAL PROPOSED WETLANDS	**4.3**

Vicinity Map

Not To Scale



Boger Ranch II MPUD

Applicant:

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

Legal Counsel/Agent:

Hobby & Hobby, P.A.
109 N. Brush Street, Suite 250
Tampa, FL 33602
Phone: (813) 223-3338
Attn: Clarke Hobby, Esq.

Civil Engineer/Planner:

Heidt Design, LLC
5904-A Hampton Oaks Parkway
Tampa, Florida 33610
Phone:(813) 253-5311
Fax:(813) 464-7629
Attn: Christie Barreiro, AICP

Transportation Consultant:

Lincks & Associates, Inc.
5023 W. Laurel St
Tampa, Florida 33607
Phone:(813) 289-0039
Attn: Steven J. Henry, PE

LEGAL DESCRIPTION

DESCRIPTION:

ALL THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LYING SOUTH OF STATE ROAD 579-A.

LESS THAT PART OF THE NW 1/4 OF SW 1/4 OF SECTION 13, TOWNSHIP 25 S, RANGE 20 E, DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT DESIGNATED AS STATION 118+45.17 ON THE SURVEY LINE OF STATE ROAD S-579 & S-579A, SAID POINT ALSO ON THE WEST LINE OF THE SW 1/4 OF SECTION 13, TOWNSHIP 25 S, RANGE 20 E, LYING 0.95 FEET S00°58'45"W OF A 3"X3" CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SECTION 13; RUN THENCE S01°05'13"W A DISTANCE OF 30.02 FEET TO POINT OF BEGINNING; THENCE RUN N88°51'32"E A DISTANCE OF 881.99' ALONG THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD (SR 579-A); THENCE RUN S89°26'28"E A DISTANCE OF 433.57 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD (SR 579-A); THENCE S00°48'34"W A DISTANCE OF 265.02 FEET; THENCE S89°55'45"E A DISTANCE OF 658.14 FEET; THENCE S00°56'53"W A DISTANCE OF 17.19 FEET; THENCE S88°51'32"W A DISTANCE OF 235.15 FEET; THENCE S65°19'01"W A DISTANCE OF 469.83 FEET; THENCE N01°05'13"E A DISTANCE OF 453.00' FEET TO POINT OF BEGINNING.

SOURCE NOTES

1. LEGAL DESCRIPTION PROVIDED BY GLOBAL PROJECTS SURVEYING, DATED APRIL, 2021.
2. CULTURAL RESOURCE ASSESSMENT PROVIDED BY ARCHAEOLOGICAL CONSULTANTS, INC. DATED OCTOBER,2020.
3. SOIL DATA BASED ON NRCS SOIL SURVEY FROM FLORIDA GEOGRAPHIC DATA LIBRARY.
4. ZONING AND FUTURE LAND USE INFORMATION OBTAINED FROM PASCO COUNTY GIS SYSTEM.
5. THE PROJECT LIES WITHIN FLOOD ZONE 'AE' PER FEMA FIRM COMMUNITY PANEL NUMBERS 12101AC0267F, DATED SEPTEMBER 26, 2014.
6. AERIAL PROVIDED BY LABINS DATED 2017.
7. WETLANDS HAVE BEEN PHOTO INTERPRETED AND FIELD VERIFIED BY ARMSTRONG ENVIRONMENTAL SERVICES, INC., DATED OCTOBER 2020.
8. LISTED SPECIES SURVEY REPORT PROVIDED BY ARMSTRONG ENVIRONMENTAL SERVICES, INC., DATED OCTOBER 2020.

Index

L-700	Cover, Notes, and Tables
L-701	Existing Conditions
L-702	Existing Conditions
L-703	Aerial (2020)
L-704	MPUD Plan
L-705	Lot Development Standards and Product Details

Approval Type: MPUD **Project Name:** BOGER RANCH II

Approved: _____ **Petition Number:** _____
Date

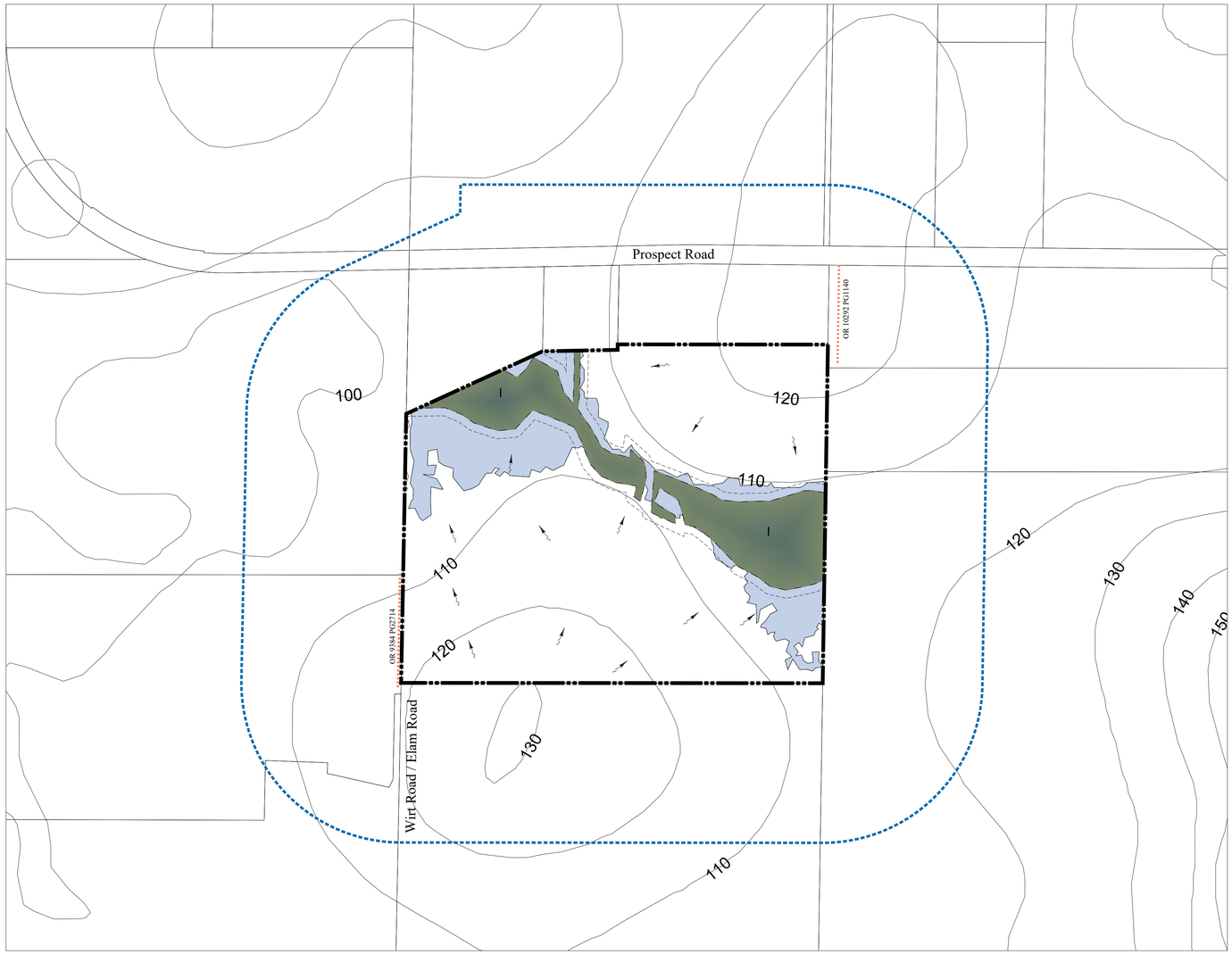
DATE	DESCRIPTION	BY
10/17/23	CHANGES PER COUNTY COMMENTS	SM
DATE: 4/28/2021	JOB #: BGR-PH-1001	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

HEIDT DESIGN
5904-A Hampton Oaks Parkway
Tampa, FL 33610
Phone:(813) 253-5311
www.HeidtDesign.com

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R:\BOGER II \OPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\BOGER II L-700 COVER.DWG L-700 2023/03/17 10:40 AM SAM MIRZA



L E G E N D

- Property Boundary
- 500' Property Boundary Study Area
- Parcel
- Estimated Wetlands
- I, II, III — Pasco County Wetland Category
- Flood Zone "AE"
- Topographic Contours
- Approximate Surface Water Flow
- Unverified Transportation Easement per Pasco Mapper

NOTES:

1. No existing easements are shown on the boundary survey prepared by GLOBAL PROJECTS SURVEYING.
2. The wetland categories shown are conceptual and will be finalized by Pasco County Natural Resources upon receipt of the SWFWMD approved jurisdictional lines.
3. Approximate distance to the nearest connection points for utilities:
   - Water: 4,200 LF
   - Reclaimed: 4,300 LF
   - Sewage: 4,300 LF

(LF= Linear Feet)

Boger Ranch II MPUD

L-701 Existing Conditions

Lennar Homes, LLC

Pasco County, FL

DATE	DESCRIPTION	BY
10/17/23	CHANGES PER COUNTY COMMENTS	SM

DATE: 4/22/2021 JOB #: BGR-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 200'

0 100' 200' 400'

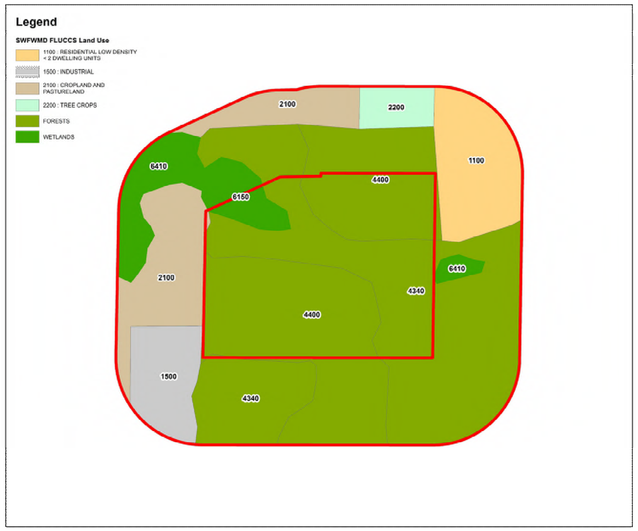
HALF SCALE 11" BY 17"

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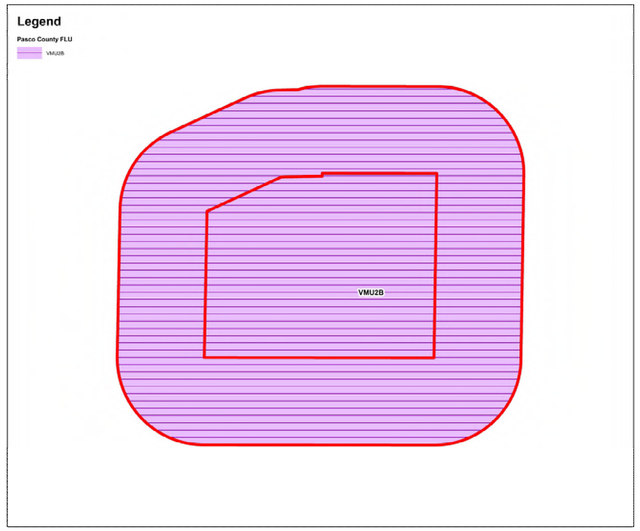
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R:\BOGER II VOP\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\BOGER II L-701 AND 702 EXISTING CONDITIONS.DWG 1-701 ——— SAM MIRZA

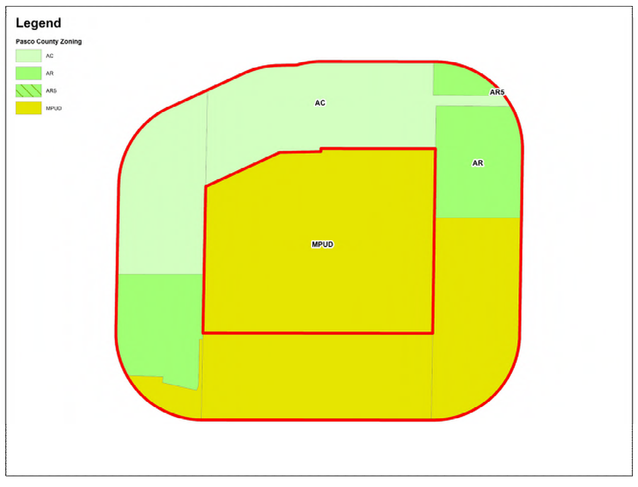
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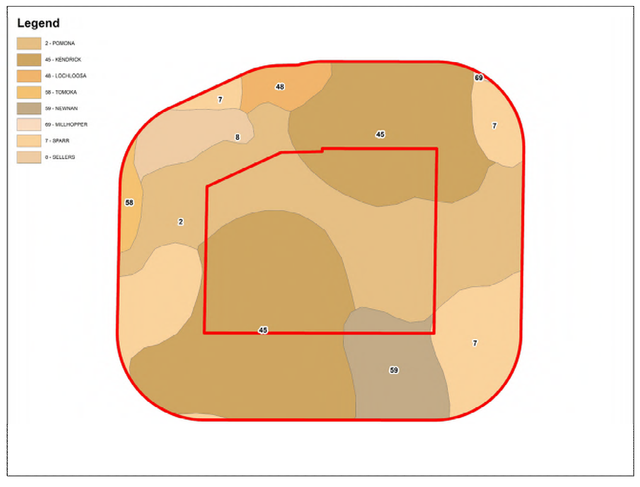
EXISTING LAND USE (FLUCCS)



FUTURE LAND USE



EXISTING ZONING



EXISTING SOILS

Boger Ranch II MPUD

L-702 Existing Conditions

Lennar Homes, LLC

Pasco County, FL

DATE	DESCRIPTION	BY

DATE: 4/22/2021 | JOB #: BGR-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 1'

0 0.5 1 2

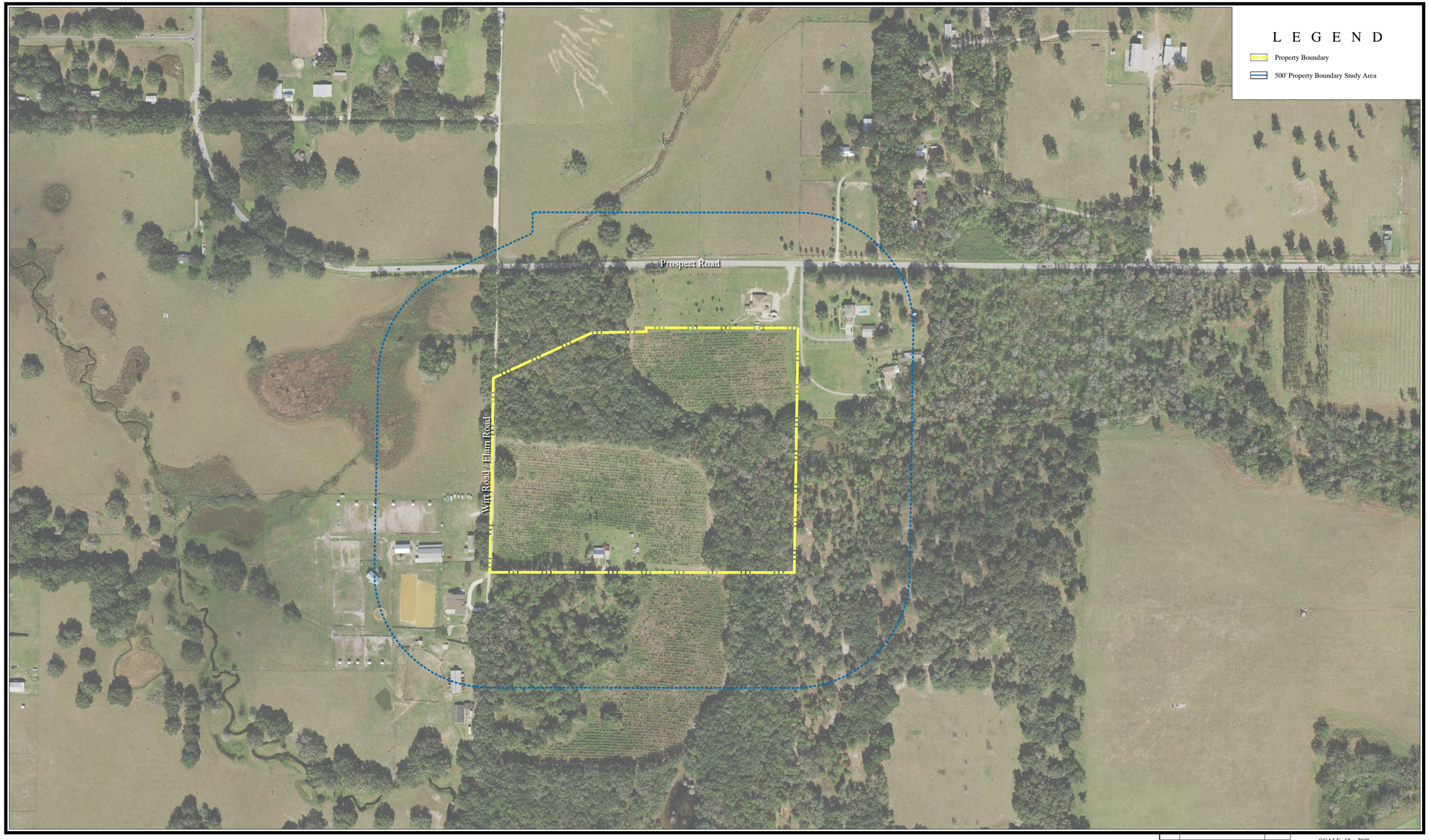
HALF SCALE 11" BY 17"

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R:\BOGER II VOP\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\BOGER II L-701 AND 702 EXISTING CONDITIONS.DWG 702 UPDT ——— SAM MIRZA



Boger Ranch II MPUD

L-703 Aerial

Lennar Homes, LLC

Pasco County, FL

DATE	DESCRIPTION	BY
10/17/23	CHANGES PER COUNTY COMMENTS	SM

DATE: 4/22/2021 JOB #: BGR-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 200'

0 100' 200' 400'

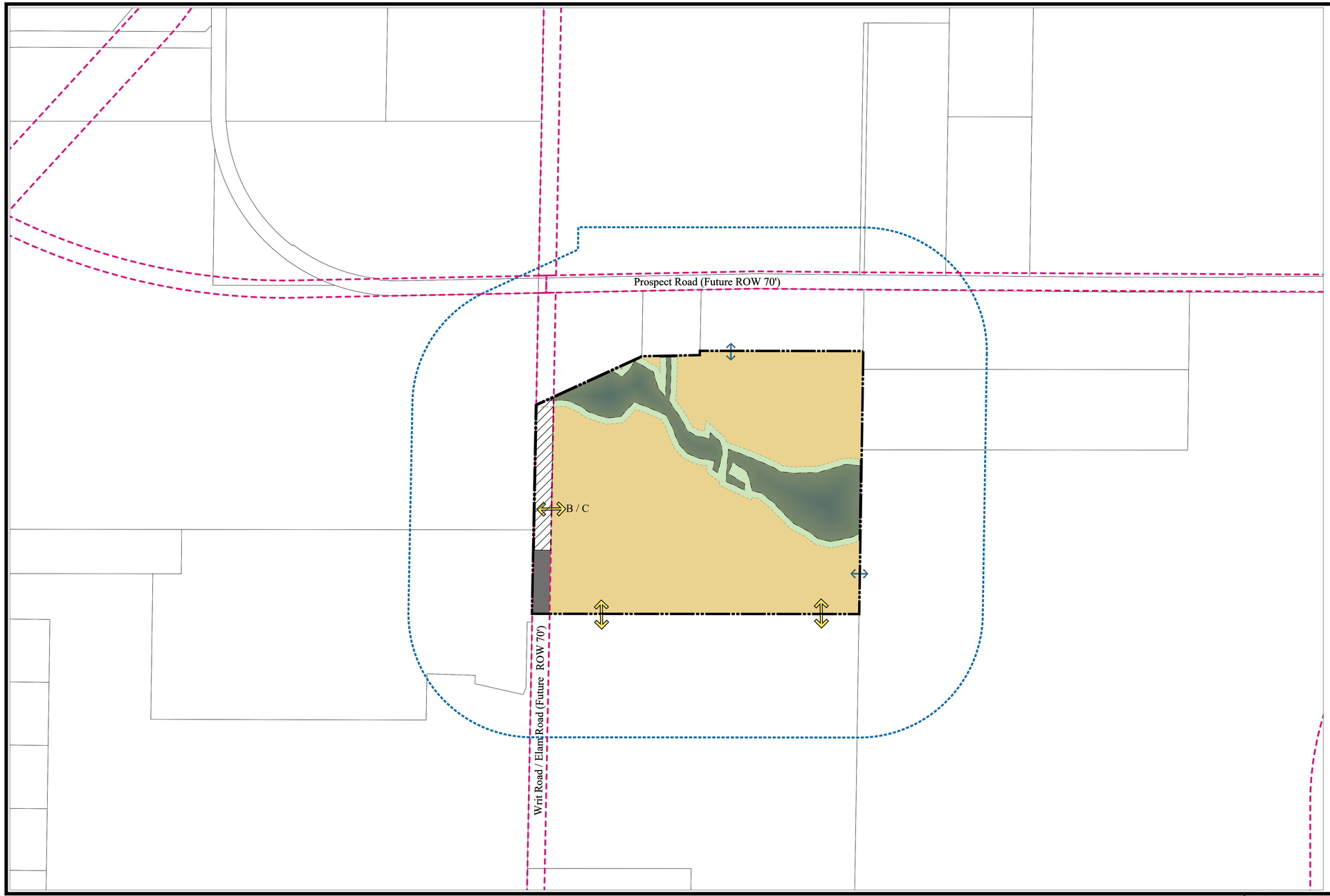
HALF SCALE 11" BY 17"

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Tampa, FL 33610
Phone:(813) 253-3311
www.HeidtDesign.com

R:\BOGER II VOPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\BOGER II L-703 AERIAL.DWG 4-703 ——— SAM MIRZA

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L E G E N D

- Property Boundary
- 500-Foot Property Boundary Study Area
- Estimated Wetland Conservation
- Neighborhood General Residential
- Collector Road to be Constructed
- Right-Of-Way Dedication
- VOPH ROW
- Access Point
- ↔ Future Cross Access (Road Stub-Out)

NOTES:
1. All access points are conceptual.
2. Water and wastewater utilities will be provided by Pasco County Utilities.
3. Utility design will be provided with the Construction Plans.
4. Buffers and setbacks will be reviewed at PDP/PSP and will follow Pasco County LDC and Boger II conditions of approval.
5. Neighborhood Parks will follow Pasco LDC and Boger II conditions of approval.
6. Phasing will be determined at the PDP/PSP stage.

Boger Ranch II MPUD

L-704 MPUD Plan

Lennar Homes, LLC

Pasco County, FL

DATE	DESCRIPTION	BY
10/17/23	CHANGES PER COUNTY COMMENTS	SM

DATE: 4/19/2021 | JOB #: BGR-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 200'

0 100' 200' 400'

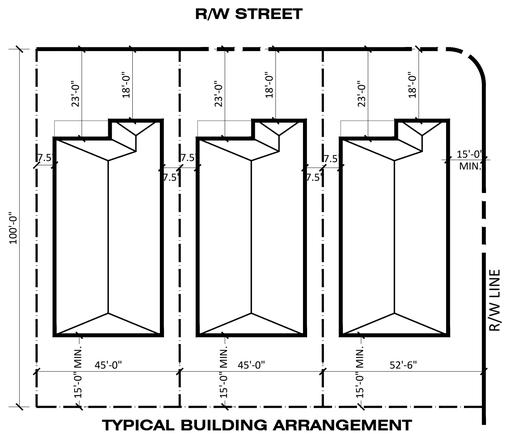
HALF SCALE 11" BY 17"

N

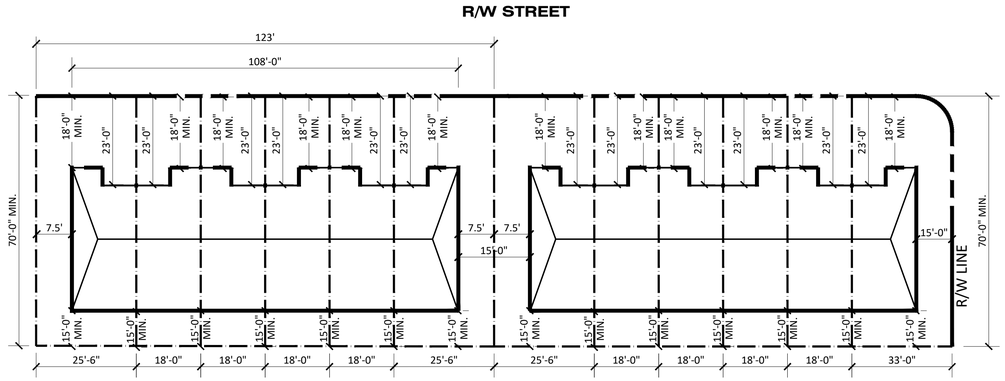
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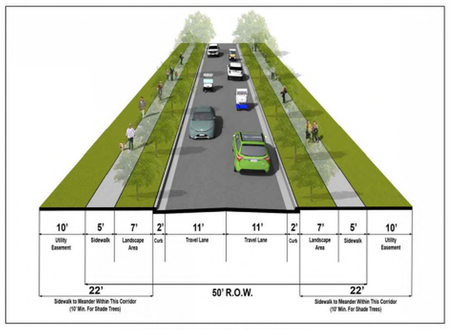


TYPICAL BUILDING ARRANGEMENT
FRONT ACCESS
45'X100' LOT (4,500 SF)
N.T.S



TYPICAL BUILDING ARRANGEMENT
FRONT ACCESS WITH GARAGE
18' X 70' LOT (1,260 SF) TOWNHOME
N.T.S.

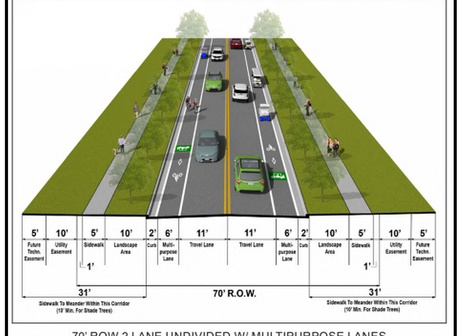
50AA LOCAL STREETS INTERNAL TO THE DEVELOPMENT



50' ROW 2 LANE UNDIVIDED

TYPICAL RIGHT-OF-WAY
CROSS-SECTIONS
(N.T.S)

70AA WRIT/ ELAM ROAD



70' ROW 2 LANE UNDIVIDED W/ MULTIPURPOSE LANES

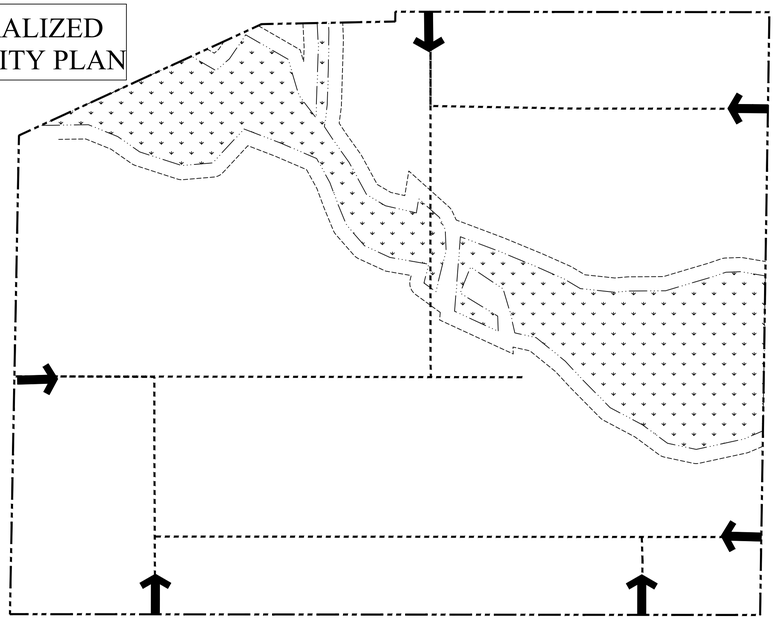
TYPICAL RIGHT-OF-WAY
CROSS-SECTIONS
(N.T.S)

LOT DEVELOPMENT STANDARDS

PRODUCT TYPE	MINIMUM LOT SIZE (SF)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MINIMUM FRONT YARD SETBACK HOME/GARAGE (FT)	MINIMUM SIDE YARD SETBACK (FT)	MINIMUM REAR YARD SETBACK (FT)	MAXIMUM LOT COVERAGE (PRIMARY/ ACCESSORY) (%)	MAXIMUM BUILDING HEIGHT (FT)
SINGLE FAMILY DETACHED	4,500	45	100	18/23	7.5	15	65	35
TOWNHOMES	1,260	18	70	18/23	0/7.5	15	75	45

NOTES:
1. The minimum lot size for single family detached is 45' wide.
2. Corner lots shall not be required to be 10 feet greater than the nominal width listed above.
3. Accessory structures shall have a minimum rear yard setback of 5 feet.
4. Front setbacks and corner side setbacks shall be measured from the back of sidewalk.
5. Lot coverage is subject to required setbacks and landscape buffers.

GENERALIZED MOBILITY PLAN



The GMP is based upon the non-binding Concept Plan and may vary in terms of internal roadway alignments and specific access point locations.The GMP illustrates interconnected street networks and multiple future access points to the site. Pedestrian circulation will be in compliance with LDC sidewalk requirements or related alternative standard approvals.

Boger Ranch II MPUD

L-705 Product Details

Lennar Homes, LLC

Pasco County, FL

10/17/23	CHANGES PER COUNTY COMMENTS	SM
08/03/23	CHANGES PER COUNTY COMMENTS	SM
07/19/22	Revisions Per County Comments	MG
01/10/22	Revisions Per County Comments	MG

DATE: 4/22/2021 | JOB #: BGR-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

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R:\BOGER II\PH\MASTER PLAN\COMMUNITY PLANNING\ZONING\GAO\BOGER II L-705 PRODUCT DETAILS AND L-706 ROW DETAILS-2022-07-19.DWG L-705 2023/11/09 3:50 PM SAM MIRZA

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BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDD22-7564 **DATE:** 3/8/2022

SUBJECT: Zoning Amendment (Regular) – Plazewski MPUD Master Planned Unit Development, Villages of Pasadena Hills – Walter T. Plazewski – A Rezoning Request from an A-R Agricultural-Residential Zoning District and an AR-5 Agricultural-Residential Zoning District to an MPUD Master Planned Unit Development District to Allow the Development of a Maximum of 200 Single-family Detached/Attached Dwelling Units and Associated Infrastructure on Approximately 40 Acres

REFERENCES: All VoPH, PC and BCC public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): VoPH at DC 9/29/21- BCC at DC 11/9/21, Continued – BCC at DC 1/11/22, Continued to 3/8/22 - BCC at DC 3/8/22

AGENDA SECTION: Public Hearings

THRU: Sally Sherman, Assistant County Administrator

FROM: Nectarios Pittos, Planning and Development Director

RECOMMENDED BOARD ACTION:

Approve the rezoning request with conditions. Authorize the Chairman to execute one original of the Resolution provided and direct the Board Records Department to distribute as set forth below under the Distribution section.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

Land Development Code Section 402.2, Zoning Amendment – MPUD; Section 522 – MPUD Zoning District.

Proposed is a rezoning request from an A-R Agricultural-Residential Zoning District and an AR-5 Agricultural-Residential Zoning District to an MPUD Master Planned Unit Development District to allow the potential development of a maximum of 200 single-family detached/attached dwelling units and associated infrastructure on approximately 40 acres.

After the Pasadena Hills Planning and Policy Committee (PHPPC) meeting, there were revisions made to the proposed conditions of approval. The PHPPC requested a condition that removes the proposed emergency access at Peachtree Lane once a secondary access is constructed; there have been recent general directives from the BCC regarding trees and their placements, architectural detail requirements, and lot size mixes and locations to prevent monotony. The applicant also included a condition for the enforcement of potential on-street parking and obstruction of roadways. Additionally, subsequent to additional meetings with the applicant, staff, and individual commissioners, the applicant has also proposed to dedicate 35 feet of right-of-way along much of the eastern boundary of the project for the future north/south Vision Road known as the Elam Road Extension.

1. Condition of Approval No. 15 was added to address Trees:
Street Tree Planting and/or Front-Yard Tree Planting:
   a. If the project proposes street trees, the street trees shall be placed such that there is at least one tree in front of each single-family detached lot.

b. If the project proposes street trees, the remaining required lot trees may be placed in the back.
c. If the project does not propose street trees, then front yard plantings shall be provided as follows:
(1) Each front-loaded single-family detached lot shall have a minimum of one lot tree in the front yard.
(2) Each front-loaded townhome block (group of attached units) with four (4) or fewer units shall have a minimum of two (2) trees in the front yard.
(3) Each front-loaded townhome block with five (5) or more units shall have a minimum of three (3) trees in the front yard.
(4) Any lot trees within a townhome block may be a shade tree, understory tree, or palm tree; provided, however, that no front yard lot trees in a townhome block shall be queen palms or crepe myrtles.

2. Condition of Approval No. 16 was included to address Rural Enclave Buffers:
Rural Enclave Buffer: The MPUD shall provide the required rural enclave buffers at the project boundary locations designated on the MPUD Plan pursuant to Comprehensive Plan Policy FLU 6.5.6.

3. Per the PHPPC, Condition of Approval No. 19 was modified:
The access point at Peachtree Lane shall be an emergency-only access. At the time a replacement secondary access is established via the development of an adjacent parcel or road by others, the Peachtree Lane emergency access will be closed.

4. Condition of Approval No. 39 was added to require architectural details: Architectural Design Standards are as follows:
a. Detached residential lots must include a minimum of three (3) of the architectural features below:
(1) Stonework
(2) Brickwork
(3) Lap siding
(4) Shutters
(5) Decorative garage door
(6) Decorative Features:
i. Cornice details
ii. Dentil moldings
iii. Decorative and box vents
(7) Façade enhancements
i. Decorative banding
ii. Scuppers
iii. Brackets
b. No two identical building facades shall be immediately adjacent to, or directly across from one another. Additionally, no building façade color palate shall be the same as a building façade immediately adjacent to, or directly across from it.
c. Architectural features and monotony control on villas, townhomes and multi-family buildings to be based on the building, not individual residential unit.
d. Architectural standards shall be in substantial compliance or a superior alternative to those identified herein.

5. Condition of Approval No. 40 was added to require a mix of lot sizes:
The minimum lot size for single family detached is 40’ wide. A minimum of forty (40) percent of the

single family detached lots must be fifty (50) feet wide or larger.

6. Condition 41 says that no lots will be allowed adjacent to the Rural Enclave Buffer and that area shall be park space:
No lots shall be located immediately adjacent to the Rural Enclave Buffer, and a neighborhood park area shall be located adjacent to the Rural Enclave Buffer pursuant to Condition No. 16, above. The developer shall also install a Type B Landscape Buffer which may be located within the easterly 15' of the Rural Enclave Buffer adjacent to the park. The minimum neighborhood park dimensions shall be the length of the Rural Enclave Buffer by 30 feet wide, and the park shall not include or encroach into any portion of the Rural Enclave Buffer.

7. Condition 42 addresses the attached product allowed locations:
If attached products are proposed, they shall be placed along Tyndall Road and internal to the site. There shall be no attached products abutting the perimeter of the site except for those along Tyndall Road.

8. Condition 43 limits the size of the overall attached product building:
Attached products shall be limited to a maximum of six dwelling units per building.

9. Condition 44 determines the maximum number of residential detached/attached units allowed in the MPUD:
The total aggregate number of dwelling units for the MPUD shall not exceed 200, and the total number of attached dwelling units shall not exceed 60.

10. Condition 52 adds a new condition regarding on-street parking:
On-street Parking: The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways.

11. The applicant added a paragraph to condition 21 regarding the potential right-of-way for the Elam Road Extension:
Furthermore, the MPUD owner, its successors and assigns, shall reserve a 35-foot wide potential future right-of-way along the MPUD eastern boundary, but only for the portion of such eastern MPUD boundary which is directly adjacent to and contiguous with the current alignment for the vision road identified as future Elam Road (presently off-site to this MPUD) (the "Elam Road R/W Reservation Area"). In the event the County requests the dedication of such Elam Road R/W Reservation Area, the MPUD owner, its successors and assigns, shall dedicate said right-of-way area at no cost or expense to the County or the VOPH Stewardship District. Pending any such required dedication of the Elam Road right-of-way, the HOA or CDD shall maintain the Elam Road R/W Reservation Area

as open space pursuant to Condition No. 10, above. By way of clarification, nothing in this Condition No. 21 shall require the County or the VOPH Stewardship District to amend or modify the current vision road alignment for Elam Road as set forth in the VOPH Master Roadway Plan, and this Elam Road R/W Reservation Area is intended to accommodate any future construction of Elam Road by others by potentially providing one-half of such required total right-of-way. In the event Elam Road is constructed, and the Elam Road R/W Reservation Area is not utilized for Elam Road, the Elam Road R/W Reservation Area shall continue to be maintained in perpetuity by the HOA or CDD as an open space/buffer area. It is noted, however, that any such realignment of Elam Road onto the Plazewski property would impact the current alignment of Elam Road on the north side of Tyndall Road, and/or the configuration of the Tyndall Road/Elam Road intersection.

Commission District:	The Honorable Ronald E. Oakley
Project Name:	Plazewski MPUD
Applicant's Name:	Walter T. Plazewski
Current Zoning District:	A-R Agricultural-Residential and AR-5 Agricultural-Residential
Proposed Zoning District:	MPUD
Future Land Use:	Village Mixed-Use Type 2-B (VMU-2B)
Water/Sewage:	Pasco/Pasco
Flood Zone:	AE and X
Maximum No. of Dwelling Units:	200
Type(s) of Dwelling Units:	Single-family Detached and Attached (Townhomes)
Roads/Access:	Tyndall Road (Public)

Parcel ID No. 23-25-20-0000-00100-0000 rezoned from its original Zoning District of AC to AR on November 16, 1985 (RZ-3179); parcel ID No. 23-25-20-0000-01100-0000 rezoned from its original Zoning District of AC to AR-5 on August 13, 2013 (RZ-7057).

On January 8, 2008, the BCC adopted the Villages of Pasadena Hills 2050 Comprehensive Plan Amendment No. 08-1 (VOPH Area Plan).

On February 10, 2009, the BCC adopted the Villages of Pasadena Hills Financial Plan (VOPH Financial Plan).

On November 1, 2010, CPAL 10-1(9), an amendment to the Comprehensive Plan became effective. The initial purpose of the amendment was to correct a scrivener's error. However, additional revisions were proposed to more effectively allocate potential development entitlements and reduce foreseeable hardships on development, which include modifying boundary lines, amending village types, allowing the use of an equivalency matrix, modifying the proposed roadway alignment, redistributing densities, and allowing the co-location of parks to create a "super park".

On May 5, 2020, the BCC approved the 2020 Update to the Villages of Pasadena Hills which included significant revisions to the Financial Plan, Comprehensive Plan, Land Development Code Stewardship Ordinance, and the Master Roadway Plan. (File Nos. PDD20-0407 and PDD20-0408)

On January 26, 2021, the BCC approved further revisions to the VOPH Comprehensive Plan, Financial Plan, and the Stewardship Ordinances.

FINDINGS OF FACT:

1. Presently, the subject site contains a residence and agricultural uses.

2. The subject parcels are a portion of Village F which is defined as a “Type 2B Village” in the VOPH Area Plan.
3. The Pasadena Hills Planning and Policy Committee heard the item at the September 29, 2021 hearing. There were citizens in attendance in opposition, citing issues such as too much density, traffic, noise, emergency access to a neighboring roadway, potential effects of adding additional people in the rural area (trespassing to access private lakes or destroying property). The Committee members imposed additional language to the Conditions of Approval to indicate that, once an alternative/second access is constructed (i.e. stub-out proposed to the west connects to a roadway on the western property), the proposed emergency access to Peachtree Lane will be removed. The Committee members then voted unanimously to recommend approval to the BCC with the modification to the Conditions.
4. The BCC heard the item at the January 11, 2022 hearing and, due to further questions regarding the project, Vision Road Map, and surrounding properties, the BCC voted unanimously to continue the item to the March 8, 2022 hearing in Dade City.
5. Regarding the alignment of the Elam Road Extension, should the 35 feet of preserved right-of-way on the Plazewski property be utilized as such and shift the alignment of the roadway to the west, it may potentially cause intersection issues at the Tyndall Road intersection to the north. Although the PDD does not object to the additional 35 feet being provided, the long term recommendation is to keep the alignment shown in the Comprehensive Plan/Vision Road Map.
5. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with applicable provisions of the Pasco County Comprehensive Plan.

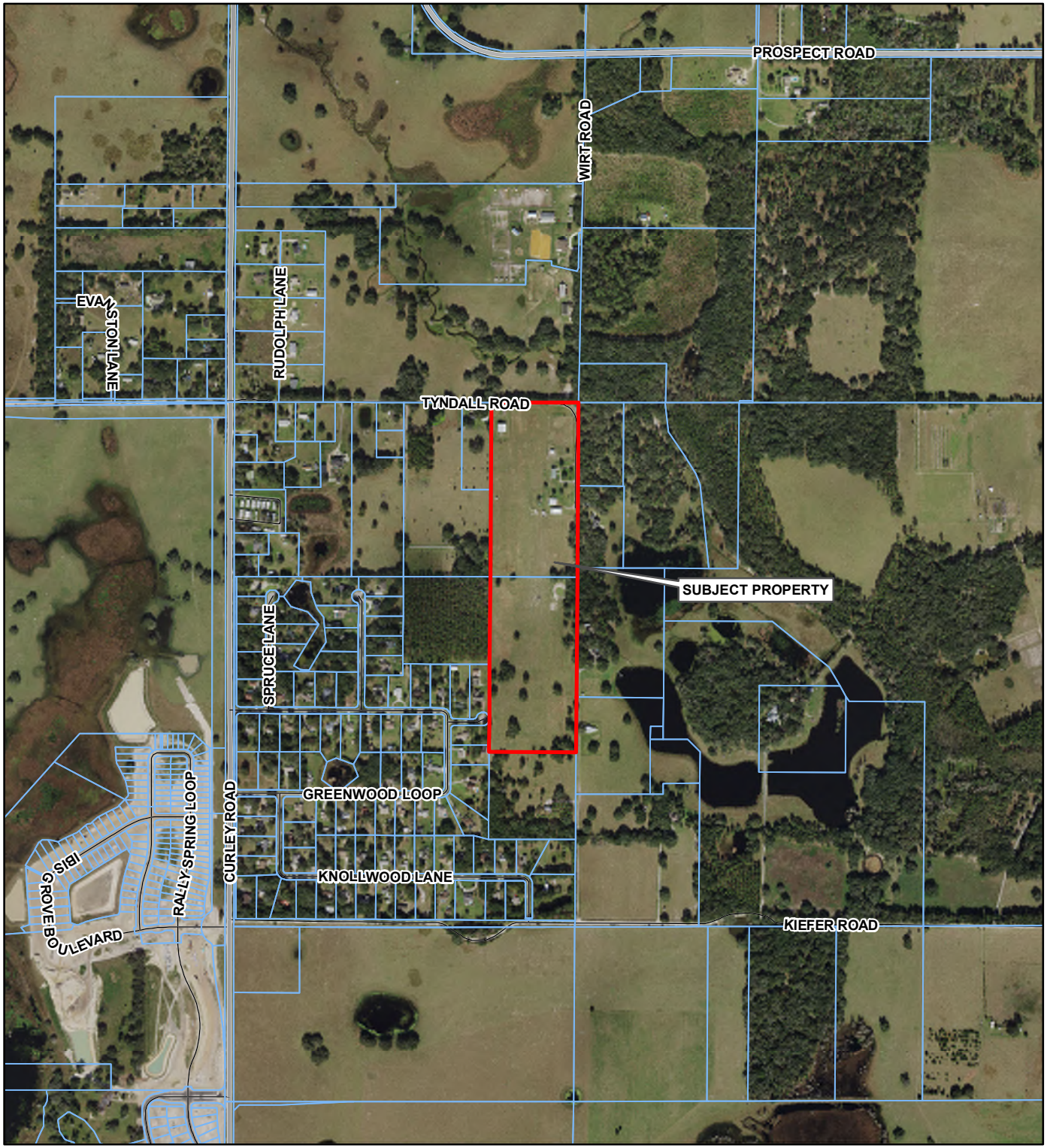
BOARD OF COUNTY COMMISSIONERS ACTION: (1/11/22)
The BCC unanimously voted to continue the item to the March 8, 2022 BCC hearing in Dade City at 1:30 p.m.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

DISTRIBUTION:
Board Records to distribute as set forth below:

1. Retain One Original

ATTACHMENT(S):
1. PDD22-7564 Location Zoning FLU
2. PDD22-7564 Plazewski MPUD Resolution
3. PDD22-7564 Exhibit A, B and C - legal, conditions, master plan
4. PDD22-7564 Plazewski MPUD COA Redline
5. PDD22-7564 Ex Parte
6. PDD22-7564 Public Notice



RZ-7564
A-R & AR-5 TO MPUD

23-25-20-0000-00100-0000
23-25-20-0000-01100-0000

WALTER T & RUTH A PLAZEWSKI
32946 TYNDALL RD
ZEPHYRHILLS, FL 33545

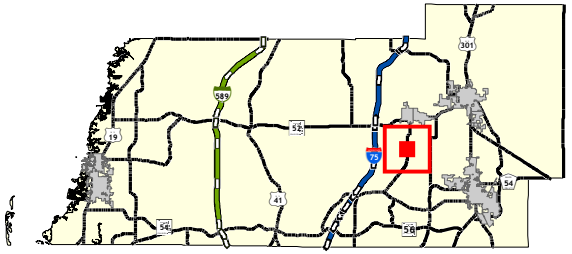
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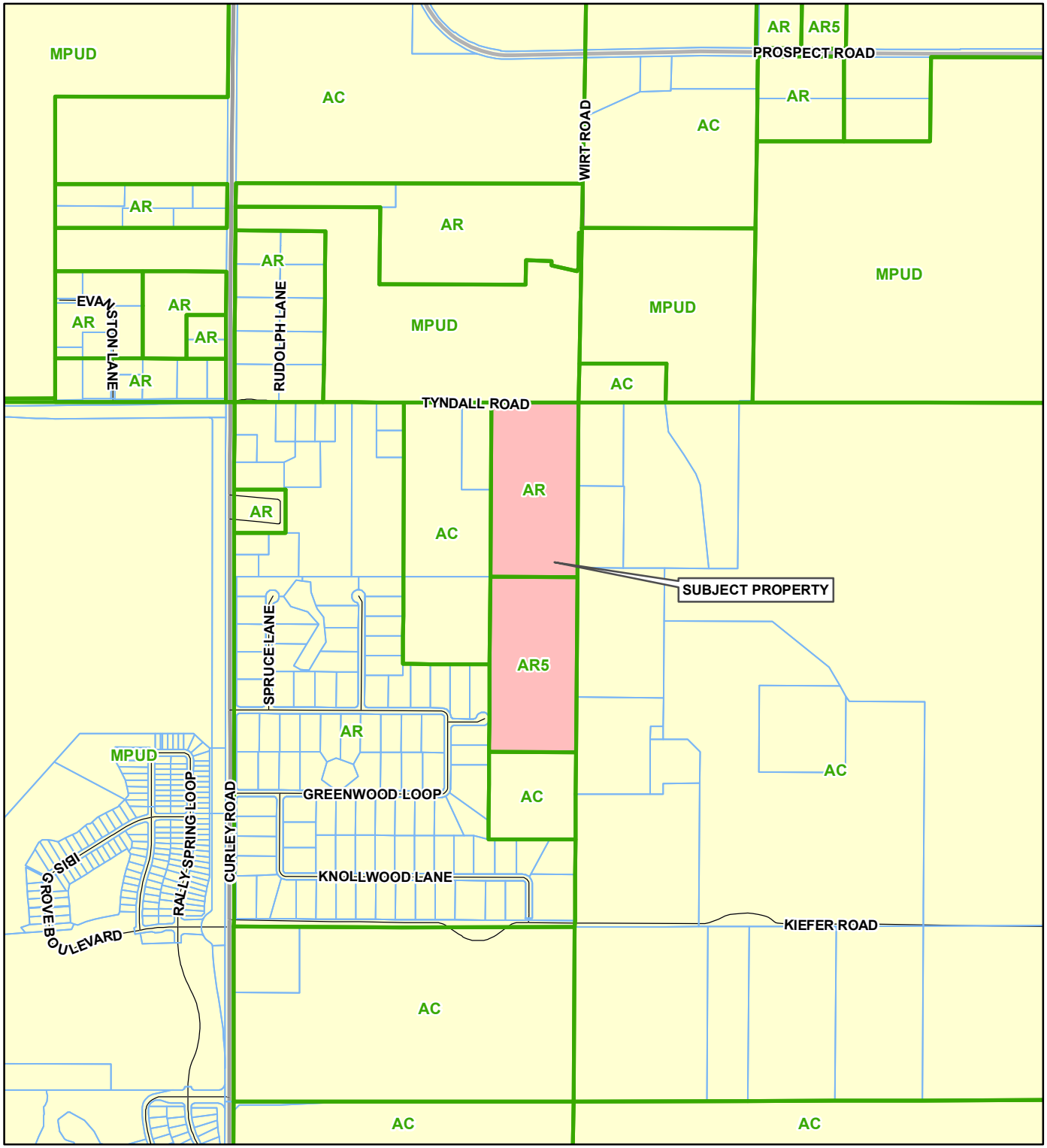
TAZ- 362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY

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Feet

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marnold 8/16/2021





RZ-7564
A-R & AR-5 TO MPUD

23-25-20-0000-00100-0000
23-25-20-0000-01100-0000

WALTER T & RUTH A PLAZEWSKI
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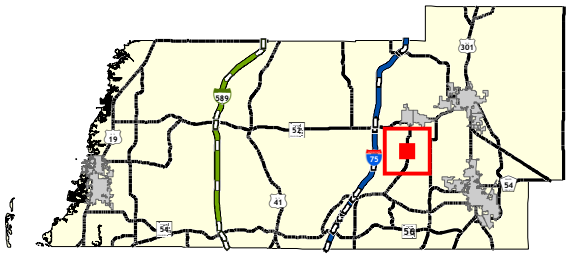
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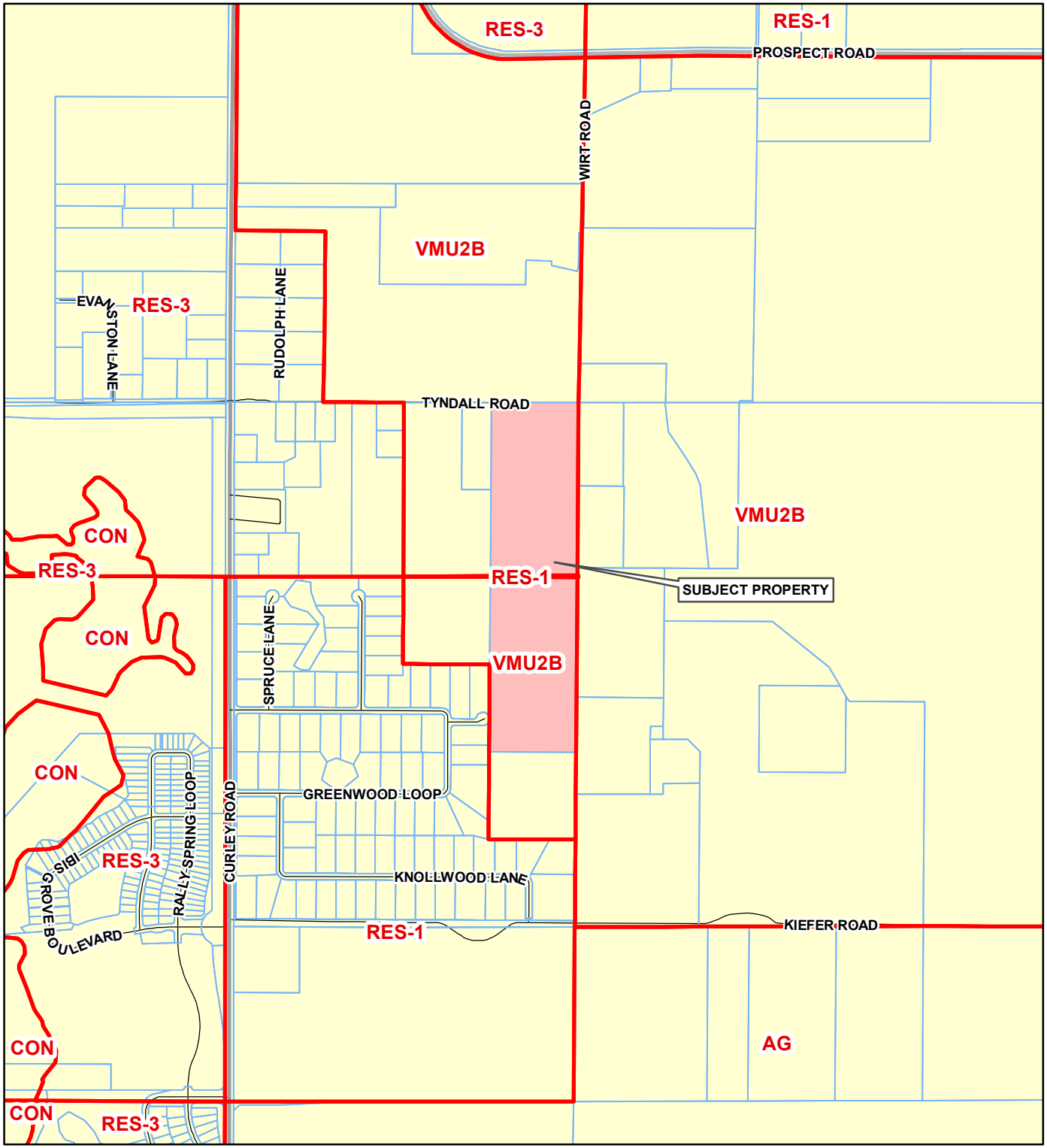
TAZ- 362
COMMISSION DISTRICT: 1

SUBJECT PROPERTY
EXISTING ZONING

0 600 1,200
Feet

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marnold 8/16/2021





RZ-7564
A-R & AR-5 TO MPUD

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23-25-20-0000-01100-0000

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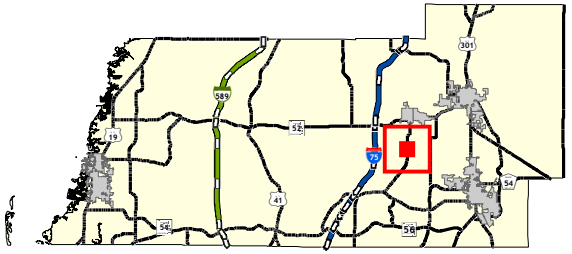
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COMMISSION DISTRICT: 1

SUBJECT PROPERTY

FUTURE LAND USE 2025

0 600 1,200
Feet

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marnold 8/16/2021



BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO. 22-09RZ**

RESOLUTION AMENDING ZONING CLASSIFICATION OF PROPERTY DESCRIBED IN REZONING PETITION NO. 7564 FROM AN A-R ZONING DISTRICT AND AN AR-5 ZONING DISTRICT TO AN MPUD MASTER PLANNED UNIT DEVELOPMENT DISTRICT

WHEREAS, the Board of County Commissioners of Pasco County, after due public notice, held a public hearing on March 8, 2022, on Rezoning Application No. 7564; and

WHEREAS, the Board of County Commissioners has heard the presentation and evidence of the applicant and individuals in opposition to and in favor of the application; and

WHEREAS, the Board of County Commissioners has reviewed the report and recommendations of the Pasadena Hills Planning and Policy Committee and the recommendation of the County staff and does hereby adopt the following findings of fact:

FINDINGS OF FACT

1. Proposed is a rezoning request from an A-R Agricultural-Residential Zoning District and an AR-5 Agricultural-Residential Zoning District to an MPUD Master Planned Unit Development District to allow the potential development of a maximum of 200 single-family detached dwelling units and associated infrastructure on approximately 40 acres.

2. Parcel ID No. 23-25-20-0000-00100-0000 rezoned from its original Zoning District of A-C to A-R on November 16, 1985 (RZ-3179); parcel ID No. 23-25-20-0000-01100-0000 rezoned from its original Zoning District of AC to AR-5 on August 13, 2013 (RZ-7057).

3. On January 8, 2008, the BCC adopted the Villages of Pasadena Hills 2050 Comprehensive Plan Amendment No. 08-1 (VOPH Area Plan).

4. On February 10, 2009, the BCC adopted the Villages of Pasadena Hills Financial Plan (VOPH Financial Plan).

5. On November 1, 2010, CPAL 10-1(9), amendment to the Comprehensive

Plan became effective. The initial purpose of the amendment was to correct a scrivener's error, however, additional revisions were proposed to more effectively allocate potential development entitlements and reduce foreseeable hardships on development which include modifying boundary lines, amending village types, allowing the use of an equivalency matrix, modifying the proposed roadway alignment, redistributing densities, and allowing the co-location of parks to create a "super park".

6. On May 5, 2020, the BCC approved the 2020 Update to the Villages of Pasadena Hills which included significant revisions to the Financial Plan, Comprehensive Plan, Land Development Code Stewardship Ordinance, and the Master Roadway Plan. (File Nos. PDD20-0407 and PDD20-0408)

7. On January 26, 2021, the BCC approved further revisions to the VOPH Comprehensive Plan, Financial Plan, and the Stewardship Ordinances.

8. Presently, the subject site contains a residence and agricultural uses.

9. The subject parcels are a portion of Village F which is defined as a “Type 2B Village” in the VOPH Area Plan.

10. The Pasadena Hills Planning and Policy Committee heard the item at the September 29, 2021 hearing. The Committee members imposed additional language to the Conditions of Approval to indicate that, once an alternative/second access is constructed (i.e. stub-out proposed on the Master Plan to the west connects to a roadway on the western property), the proposed emergency access to Peachtree Lane will be removed. The Committee members then voted unanimously to recommend approval to the BCC with the modification to the Conditions.

11. The BCC heard the item at the January 11, 2022 hearing and, due to further questions regarding the project, Vision Road Map, and surrounding properties, the BCC

voted unanimously to continue the item to the March 8, 2022 hearing in Dade City.

12. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.

WHEREAS, the Board of County Commissioners has taken into consideration other factors relevant to the decision as to whether the zoning classification should be approved for the subject property.

WHEREAS, a description of the real property is attached hereto as Exhibit A and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled with a quorum present and voting, this 8th day of March, 2022 that the zoning classification of the following described real property is hereby amended to an MPUD Master Planned Unit Development, subject to the conditions and master plan for the Plazewski MPUD as set forth in Exhibits B and C attached hereto and made part hereof.

DONE AND RESOLVED this 8th day of March, 2022.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA (SEAL)

APPROVED IN SESSION MAR 08 2022 PASCO COUNTY BCC

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ.,
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

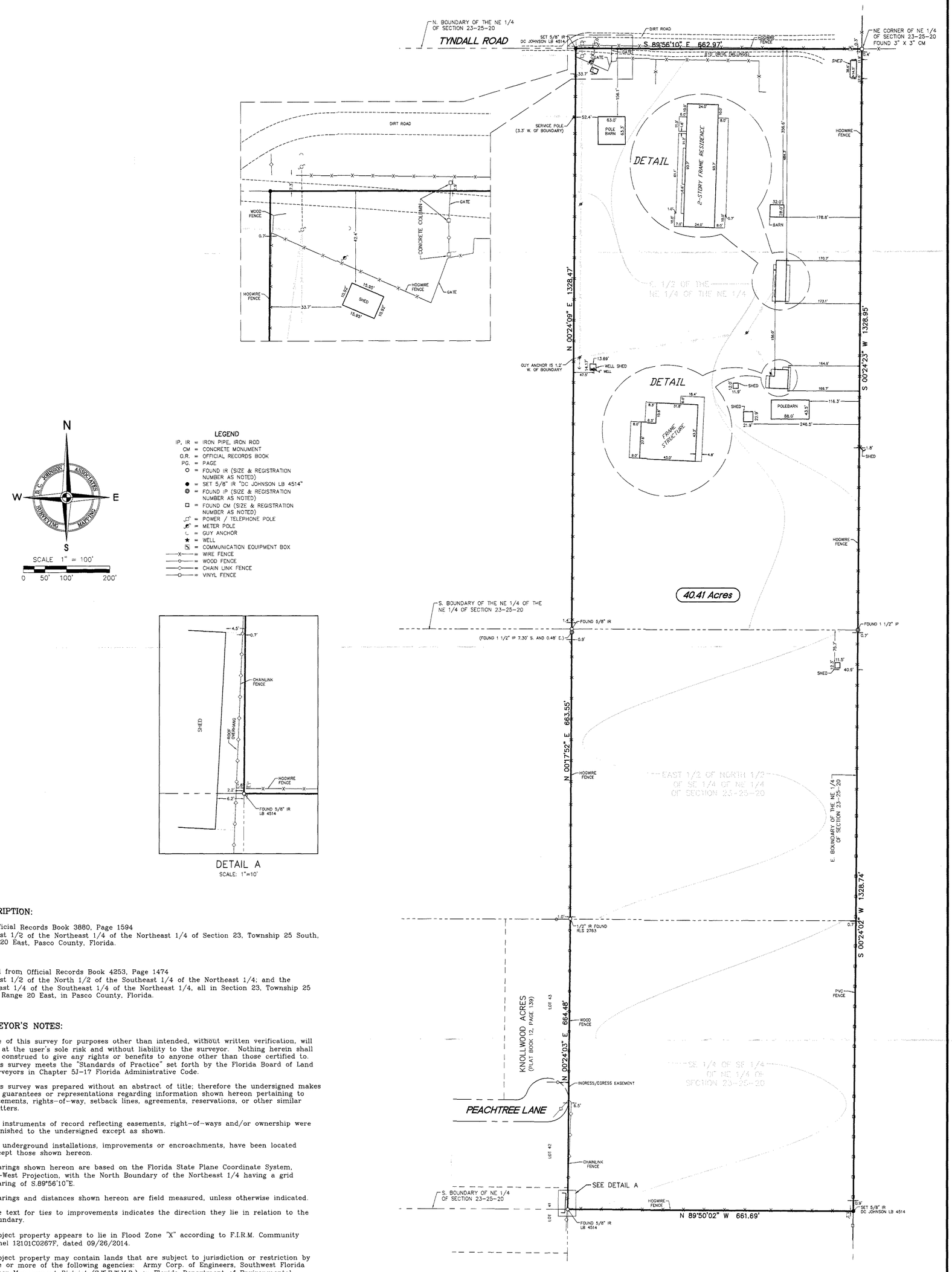
KATHRYN STARKEY, CHAIRMAN

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF

THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST PASCO COUNTY, FLORIDA



SCALE 1" = 100'

0 50' 100' 200'

LEGEND

IP, IR	= IRON PIPE, IRON ROD
CM	= CONCRETE MONUMENT
O.R.	= OFFICIAL RECORDS BOOK
PG.	= PAGE
O	= FOUND IR (SIZE & REGISTRATION NUMBER AS NOTED)
●	= SET 5/8" IR "DC JOHNSON LB 4514"
◎	= FOUND IP (SIZE & REGISTRATION NUMBER AS NOTED)
□	= FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
	= POWER / TELEPHONE POLE
	= METER POLE
	= GUY ANCHOR
★	= WELL
	= COMMUNICATION EQUIPMENT BOX
—X—	= WIRE FENCE
—o—	= WOOD FENCE
—o—	= CHAIN LINK FENCE
—o—	= VINYL FENCE

DETAIL A

SCALE: 1"=10'

DESCRIPTION:

Per Official Records Book 3880, Page 1594
The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida.

AND

Derived from Official Records Book 4253, Page 1474
The East 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4, all in Section 23, Township 25 South, Range 20 East, in Pasco County, Florida.

SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. This survey was prepared without an abstract of title; therefore the undersigned makes no guarantees or representations regarding information shown hereon pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings shown hereon are based on the Florida State Plane Coordinate System, FL-West Projection, with the North Boundary of the Northeast 1/4 having a grid bearing of S.89°56'10"E.
6. Bearings and distances shown hereon are field measured, unless otherwise indicated.
7. The text for ties to improvements indicates the direction they lie in relation to the boundary.
8. Subject property appears to lie in Flood Zone "X" according to F.I.R.M. Community Panel 12101C0267F, dated 09/26/2014.
9. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).

SCALE: As Shown
SHEET NO.: 1 of 1

Boundary Survey

PREPARED FOR:

Ruth & Walter Plazewski

32946 & 32948 Tyndall Road

PROJECT NO: 1998-011A01.BG00002

SEC: 23 | TWP: 25S | RNG: 20E | COUNTY: Pasco

D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
11911 S. Curley Street
San Antonio, FL 33576
Phone: (352) 588-2768
Email: survey@dcjohnson.com
www.dcjohnson.com

SEAL

Daniel C. Johnson
PLS/PSM License Number 3653

This survey conforms to the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

DRAWN: RR | DATE: 11/02/2020
CHECKED: DCJ | DATE: 11/03/2020

DATE	REVISION	BY
11/16/20	ADDE INGRESS/EGRESS EASEMENT	RR

DATE OF FIELD SURVEY: 10/29/2020

EXHIBIT B

CONDITIONS OF APPROVAL

VILLAGES OF PASADENA HILLS
PLAZEWSKI / VILLAGE F
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7564

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted January 13, 2021, and revised on August 5, 2021, and November 16, 2021, and the Villages of Pasadena Hills (VOPH) Enabling Documents including the Land Development Code (LDC) as applicable to the VOPH Special Planning Area unless otherwise stipulated or modified herein.

Instructions

2. Please revise the Master Plan to include typicals for the larger lot sizes.

3. Revise the Master Plan to memorialize any corresponding conditions of approval as modified pursuant to the public hearings and subsequent meetings.

Environmental

4. If during construction activities, any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency-written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

5. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines. The applicant shall provide the issued FFWCC gopher tortoise relocation permit and the final action report prior to the issuance of the site development permit.

6. For each phase of development, the applicant/applicable developer or parcel developer shall submit a breeding season survey for the Southeastern American Kestrel in accordance with FFWCC survey guidelines. Surveys shall be conducted prior to the anticipation of construction activities commencing for any phase that is within the Southeastern American Kestrel breeding season, May-September. If nests are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.

7. The wetland categories will be finalized upon receipt of the approved SWFWMD wetland boundary survey at the time of site development submittal.

8. The upland buffer line shall be clearly field demarcated prior to any construction activities.

9. No construction activities including clearing, grading, or grubbing shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County approved construction plans for the project.

10. A copy of the SWFWMD ERP shall be sent to the PDD prior to issuance of the Site Development Permit.

Open Space/Buffering

11. The developer(s) shall create mandatory homeowners'/property owners'/ condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, or, if approved by the BCC, or State of Florida, a Community Development District (CDD). This association(s) or District shall encompass the entire boundaries of the MPUD Master Planned Unit Development except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The association, or CDD documents shall establish a Design Review Board (DRB) or similar design review entity, to ensure that all architectural elements to be constructed within the Village shall be in compliance with all applicable conditions of approval. The developer shall convey in fee simple to the association or CDD for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes (F.S.), is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, the homeowners'/property owners'/condominium owners'/merchants' association, CDD creation documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Engineering Services Department (Survey Division) and the Planning and Development Department (PDD) for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or CDD. The PDD's review of such documents is for compliance with the architectural standards required by the Land Development Code, Section 601, if applicable to the MPUD. If platting is not required, then prior to the first construction plan/construction site plan approval, the above-mentioned documents shall be submitted for review to the PDD for compliance with the architectural standards required by the LDC, Section 601, Traditional Neighborhood Development, Building Design, and Standards, if applicable to the MPUD. Impact fee, mobility fee, and/or VOPH Development Fee credits for improvements or dedications, as applicable pursuant to the VOPH Enabling Documents, shall go to the association, CDD, or other private development entity which funded such improvements, as applicable.

12. On a phase-by-phase basis, the Developer shall provide a Park Plan (nonconceptual) at the time of PDP/PSPs submittal for each phase of the MPUD. Each successive phase of the Park Plan shall incorporate all prior approved phases. The Park Plan shall depict the

location, acreage, dimension, type (mini-park, neighborhood park, or trails/linear park.), and planned amenities of each neighborhood park area, in accordance with LDC 905.1. Neighborhood park requirements, such as acreage, minimum size, and the number of open play areas, may be combined and viewed from a holistic approach. Open play areas maybe organically shaped when balanced with other recreational activities.

13. Specific review and approval of the neighborhood parks will be conducted at PDP/PSPs submittal for the first phase of each area in accordance with the compliance of current LDC 905.1 as well as the following design standards:

    a. To enhance sustainability, interaction with nature, and general aesthetics, natural features may be considered while choosing park sites and park design may work around natural features.

    b. To encourage connectivity, including walking and biking, interconnected paved trails/boardwalks throughout the community, which accompany natural and water features, such as stormwater ponds and wetlands, are encouraged and can be applied towards the required neighborhood park acreage.

    c. Any main recreational area should provide sufficient parking.

    d. Every dwelling unit shall have access to a park within a half of a mile walking distance.

    e. The dimension and size of each park shall be appropriate for its use and planned amenities.

    f. Park design shall be inclusive and consider ADA requirements and incorporate intergenerational amenities.

    g. The area designated on the Master Plan adjacent to the rural enclave buffer in the southwestern portion of the MPUD (see Condition No.15, below), shall be used for neighborhood park area.

14. Tree Planting

    a. The developer/builder shall provide the appropriate number of trees per lot (i.e. lot trees) pursuant to the table located in the LDC, Section 905.2.D.2.a. If the developer/builder is unable to provide the appropriate number of trees on the lot due to easement(s) or other constraints as determined by the County Administrator or designee, then the developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If a common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch, but not to exceed $500.00 for each residential unit, or $500.00 for every 2,000 square feet of the first-floor building area for non-residential development pursuant to Section 802.3.C. of the LDC.

15. Street Tree Planting and/or Front-Yard Tree Planting:

a. If the project proposes street trees, the street trees shall be placed such that there is at least one tree in front of every single-family detached lot.

b. If the project proposes street trees, the remaining required lot trees may be placed in the back.

c. If the project does not propose street trees, then front yard plantings shall be provided as follows:

(1) Each front-loaded single-family detached lot shall have a minimum of one lot tree in the front yard.

(2) Each front-loaded townhome block (group of attached units) with four (4) or fewer units shall have a minimum of two (2) trees in the front yard.

(3) Each front-loaded townhome block with five (5) or more units shall have a minimum of three (3) trees in the front yard.

(4) Any lot trees within a townhome block may be a shade tree, understory tree, or palm tree; provided, however, that no front yard lot trees in a townhome block shall be queen palms or crepe myrtles.

16. Rural Enclave Buffer. The MPUD shall provide the required rural enclave buffer at the project boundary location designated on the MPUD Plan pursuant to Comprehensive Plan Policy FLU 6.5.6.

Transportation/Circulation

Access Management

17. The project access points shall be as generally depicted on the MPUD master plan, unless the access locations are proposed for modification by the developer at the time of PSP/PDP or construction plan approval. If the proposed access points are proposed for modification at such later time, the County Administrator, or designee, may impose additional conditions on the applicant/developer consistent with the County's established Access Management Standards.

18. Street connections and rights-of-way to adjoining areas shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary and practical at the time of PDP approval.

19. The access point at Peachtree Lane shall be an emergency-only access. At the time a replacement secondary access is established via the development of an adjacent parcel or road by others, the Peachtree Lane emergency access will be closed.

20. In the case of private streets, internal accessways, and any amenities within or adjacent to said, such as paths, trails, sidewalks, and any other noon-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association. Pasco County will not be responsible for the maintenance of any private streets or private amenities.

Dedication of Right-of-Way

21. In the event any portion of the Tyndall Road right-of-way as designated on the VOPH Master Roadway Plan lies within the Plazewski MPUD boundary, and subject to the provisions of the Comprehensive Plan Villages of Pasadena Hills (VOPH) Area Plan, Table PH-1: Year 2065 Roadway Summary, this MPUD property owner/developer shall co-ordinate with Pasco County and the Developer of Boger Ranch MPUD, Rezoning Petition 7383, to provide any portion of the right-of-way required within this MPUD for the Tyndall Road 70' right-of-way, at no cost to the County or the developer of Boger Ranch MPUD, and in accordance with applicable VOPH roadway design criteria. If required within this MPUD, this MPUD owner/developer also shall dedicate additional right-of-way for applicable intersection improvements, if any, also at no cost to the County or the developer of Boger Ranch MPUD.

In addition, the MPUD developer or its designee shall design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities within this MPUD to mitigate all impacts associated with the required improvement of Tyndall Road consistent with the VOPH roadway design criteria, for the roadway segment of Tyndall Road within or adjacent to this MPUD. Any required roadway drainage/retention, wetland, and floodplain mitigation facilities may be commingled with project drainage/mitigation and shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Tyndall Road, and this paragraph of this condition shall expire after such stormwater-management plans and the Tyndall Road construction plans have been approved. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

Furthermore, the MPUD owner, its successors and assigns, shall reserve a 35-foot wide potential future right-of-way along the MPUD eastern boundary, but only for the portion of such eastern MPUD boundary which is directly adjacent to and contiguous with the current alignment for the vision road identified as future Elam Road (presently off-site to this MPUD) (the "Elam Road R/W Reservation Area"). In the event the County requests the dedication of such Elam Road R/W Reservation Area, the MPUD owner, its successors and assigns, shall dedicate said right-of-way area at no cost or expense to the County or the VOPH Stewardship District. Pending any such required dedication of

the Elam Road right-of-way, the HOA or CDD shall maintain the Elam Road R/W Reservation Area as open space pursuant to Condition No. 10, above. By way of clarification, nothing in this Condition No. 21 shall require the County or the VOPH Stewardship District to amend or modify the current vision road alignment for Elam Road as set forth in the VOPH Master Roadway Plan, and this Elam Road R/W Reservation Area is intended to accommodate any future construction of Elam Road by others by potentially providing one-half of such required total right-of-way. In the event Elam Road is constructed, and the Elam Road R/W Reservation Area is not utilized for Elam Road, the Elam Road R/W Reservation Area shall continue to be maintained in perpetuity by the HOA or CDD as an open space/buffer area. It is noted, however, that any such realignment of Elam Road onto the Plazewski property would impact the current alignment of Elam Road on the north side of Tyndall Road, and/or the configuration of the Tyndall Road/Elam Road intersection.

22. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to Nollan v. California Coastal Comm'n, 483 U.S. 825 (1987), and Dolan v. City of Tigard, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

23. Any alternative vehicle lanes constructed within the public rights-of-way of all roadways accepted for maintenance by the County shall be maintained by the County; otherwise, all sidewalks, bike paths, alternative vehicle or non-vehicular trails within this Plazewski MPUD shall not be the maintenance responsibility of the County and shall be conveyed in fee simple or by permanent maintenance easement to a CDD, HOA, or other permanent maintenance entity by the Developer. The MPUD developer shall either provide a trail/alternate vehicle/pedestrian plan or an overall preliminary plan that creates a safe and efficient accommodation for pedestrians and bicyclists providing walkability between uses/abutting parcels prior to any future development plans.

<u>VOPH Transportation Mitigation Improvements</u>

24. The developer has submitted, and the County has approved, the required VOPH transportation analysis for this MPUD. The MPUD developer or its designee shall design, permit, and construct the following site access requirements.

    a. This MPUD project driveway shall have full access to Tyndall Road. At such MPUD project access, a 170-foot eastbound right-turn lane, and a 195-foot westbound left-turn lane, shall be provided by this MPUD Developer in accordance with the FDOT Design Manual, prior to the first record plat. At time of site plan submittal, a more detailed access management study may be required.

b. The foregoing site access improvements shall not be Transportation Development Fee creditable pursuant to the VOPH Enabling Documents.

c. This MPUD Developer is not required to construct any portion of the VOPH Master Roadway Plan network, as Tyndall Road already is the obligation of Boger Ranch MPUD Rezoning No. 7383. However, pursuant to the adopted VOPH Fee Credit Registry, Resolution No. 21-087, the MPUD developers/builders shall pay all required VOPH Transportation Development Fees into the VOPH Fee Credit Registry, for use by the County's designated Fee Credit Registry Administrator to pay the County the External portion of such fees and to reimburse VOPH Transportation Development Fee Credit registrants for creditable VOPH transportation infrastructure improvements, in accordance with the Registry's priority system. Notwithstanding the foregoing, in the event Boger Ranch MPUD does not commence the Tyndall Road improvements by the time desired or needed by this MPUD to commence its own development, the Plazewski MPUD developer shall design, permit and construct (to the extent not previously performed by Boger Ranch MPUD or others) Tyndall Road from the Plazewski MPUD project access, westward to Curley Road. In such event, the Plazewski MPUD entity which funds and performs such VOPH intermediate roadway improvements shall receive VOPH Transportation Development Fee Credits in accordance with the VOPH Enabling Documents, for any off-site intermediate roadway facilities (but not for any on-site portion thereof unless the VOPH Financial Plan is amended to provide credits for such on-site intermediate roads). In the event the Plazewski MPUD makes these improvements, then the award of any credits needs to be established in a separate Development Agreement.

Design/Construction Specifications

25. Prior to approval of the PDP/PSP for the proposed development in Plazewski MPUD Village F, the developers shall supply evidence that they have coordinated with the developer(s) and engineer(s)/surveyor(s) (if any exist) of all adjoining parcels to identify and provide the location of required interconnecting roadways. In the absence of such agreement, the County shall resolve such location(s) as required by the roadway grid network specified in the Area Plan. The following information shall be shown on all PDP/PSP plans and construction plans/construction site plans that include or abut interconnecting roadways: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of roads at the property lines.

26. Roadway-design standards shall be designed and constructed in a manner that is supportive and reflective of adjacent land uses and development patterns consistent with the standards set forth in the Comprehensive Plan VOPH Area Plan roadway cross-sections, any applicable development agreement, including any alternative standards as approved pursuant to the LDC at the time of PDP/PSP approval.

27. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available at the time of preliminary plan/preliminary site plan approval. A detailed

description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDD for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation Department, any other transit authority, or any of its users/patron's access to such facilities.

28. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

29. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD (if one is created at Developer's discretion) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. If a CDD is created all roadways that are not classified as County Collector or County/State Arterial roadways shall be dedicated to the CDD for ownership and maintenance. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

    a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

    b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Drainage/Water Service/Wastewater Disposal

30. The developer shall submit a Stormwater Management Plan and Report (SMP) for its portion of Village F in accordance with the Pasco County LDC as amended and the village specific master plan requirements in the Comprehensive Plan VOPH Area Plan,

which may be utilized by others in Village F to complete a Master Regional plan for the entire Village. The SMP shall be approved prior to or simultaneous with application for construction plan review for the first development phase/increment of this MPUD. If it is determined that this project is located within a closed basin, the developer shall comply with closed basin criteria (County & SWFWMD) in effect at the time of SMP approval. Post-condition discharge from the site shall replicate pre-condition. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the Planning and Development Department.

31. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and non-potable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

    d. Method of lighting for all non-local roads shall be submitted at the time of record plat submittal for each unit or phase.

    e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

32. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.

33. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

34. Any required off-site utility transmission lines and appurtenances required to extend service to the MPUD project shall be provided by the developer or its designee, pursuant and subject to the VOPH Master Utilities Plan and the VOPH Enabling Documents. The costs incurred for the applicable portions of such off-site utility infrastructure shall be creditable against the VOPH utilities fee surcharges, only (not creditable against base utility impact fees), as provided in the VOPH Enabling Documents, unless other terms and conditions for the provision of utility infrastructure to the MPUD are made by mutual agreement between the developer or its designee and the County in a separate Development Agreement.

35. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or groundwater within the subject property, provided that the same is not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

36. The developer shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available.

37. The developer shall comply with applicable County floodplain management requirements.

Land Use

38. The residential dimensional standards shall be as follows:

a. Single-Family Detached

a.	Minimum Lot Width	40 Feet
b.	Minimum Lot Depth	100 Feet
c.	Minimum Front-Yard Setback	20 Feet/ 25 Feet Garage
d.	Minimum Corner Lot Side-Yard Setback	10 Feet/25 Feet Garage
e.	Minimum Side-Yard Setback	5 Feet*
f.	Minimum Rear-Yard Setback	15 Feet
g.	Maximum Height	35 Feet
h.	Maximum Lot Coverage	80 Percent Total – Principal and Accessory Structure

*Side-yard setbacks less than 7.5 feet shall comply with LDC Section 902.2.K.2.b.

b. Single-Family Attached

a.	Minimum Lot Width	18 Feet
b.	Minimum Lot Depth	70 Feet
c.	Minimum Front-Yard Setback	20 Feet/25 Feet Garage
d.	Minimum Corner Lot Side-Yard Setback	10 Feet/25 Feet Garage

e.	Minimum Side-Yard Setback	7.5 Feet / 15 Feet Between Structures
f.	Minimum Rear-Yard Setback	10 Feet
g.	Maximum Height	45 Feet
h.	Maximum Lot Coverage	95 Percent Total – Principal and Accessory Structure

c. By way of clarification, the foregoing minimum lot widths and product types shall not preclude the Developer, at its option, from implementing other housing product types provided that the minimum lot width standards set forth above are met, including, without limitation, such products as paired villas or other multiunit house scale housing product options.

39. Architectural Design Standards are as follows:

a. Detached residential lots must include a minimum of three (3) of the architectural features below:

(1) Stonework

(2) Brickwork

(3) Lap siding

(4) Shutters

(5) Decorative garage door

(6) Decorative Features:

i. Cornice details

ii. Dentil moldings

iii. Decorative and box vents

(7) Façade enhancements

i. Decorative banding

ii. Scuppers

iii. Brackets

b. No two identical building facades shall be immediately adjacent to, or directly across from one another. Additionally, no building façade color palate shall be the same as a building façade immediately adjacent to, or directly across from it.

c. Architectural features and monotony control on villas, townhomes and multi-family buildings to be based on the building, not individual residential unit.

d. Architectural standards shall be in substantial compliance or a superior alternative to those identified herein.

40. The minimum lot size for single family detached is 40' wide. A minimum of forty (40) percent of the single family detached lots must be fifty (50) feet wide or larger.

41. No lots shall be located immediately adjacent to the Rural Enclave Buffer, and a neighborhood park area shall be located adjacent to the Rural Enclave Buffer pursuant to Condition No. 16, above. The developer shall also install a Type B Landscape Buffer which may be located within the easterly 15' of the Rural Enclave Buffer adjacent to the park. The minimum neighborhood park dimensions shall be the length of the Rural Enclave Buffer by 30 feet wide, and the park shall not include or encroach into any portion of the Rural Enclave Buffer.

42. If attached products are proposed, they shall be placed along Tyndall Road and/or internal to the site. There shall be no attached products abutting the perimeter of the site except for those along Tyndall Road.

43. Attached products shall be limited to a maximum of six dwelling units per building.

44. The total aggregate number of dwelling units for the MPUD shall not exceed 200, and the total number of attached dwelling units shall not exceed 60.

45. Recreation-center development standards shall be in accordance with the C-1 Neighborhood Commercial District.

46. The maximum density set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable Pasco County ordinances and resolutions.

47. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

48. The subject property is currently utilized for agricultural activities. It is understood that while the use will cease when the subject property is built out, portions of the subject property may continue to be used for agricultural activities as an interim use until the project is developed in accordance with this rezoning.

<u>Preliminary Development/Preliminary Site Plan Requirements</u>

49. Development shall conform to the village principles as identified in the Comprehensive Plan POLICY FLU 6.5.3 and the Section identified as "Land Use Classifications" a(4) Guiding Principles and (6)(d), Standards for Review, as such principles may be amended from time to time.

50. Based upon current school site needs, only, applicable and limited to this specific MPUD

application, only, the School District has not required a school site to be reserved at this time for this MPUD and has authorized the revision of the related Village F Master Plan accordingly. However, the School District has not waived its regulatory authority pursuant to the VOPH Governing Documents to require a future school site within Village F, with respect to any future applications to opt into the VOPH Plan and thereby to seek new VOPH entitlements for any additional lands within Village F of the VOPH Plan.

Procedures

51. Prior to the first record plat approval, or construction plan approval where no plat is required, the developer/owner shall record a "Consent to Development Fee Surcharges and Special Assessments" in a form acceptable to the Pasco County Attorney's Office and in accordance with the LDC, Section 602.8.K.3. and Section 602.8.M.4.

52. On-street Parking: The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways.

53. A disclosure statement regarding the construction of all future roadways abutting and through the MPUD Master Planned Unit Development shall include in all sales contracts within the MPUD Master Planned Unit Development. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable.

54. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

55. Because the VOPH Area Plan is a 2065 Horizon Plan, this MPUD rezoning shall remain in force and effect for the duration of the VOPH Area Plan, including any subsequent extensions thereof.

56. Unless otherwise approved by the Fire Marshall, or designee, the development shall be included into a Pasco County Municipal Fire ServiceTaxing Unit to provide fire protection. The developer shall submit a petition for inclusioninto the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit.In no case shall a Building Permit be issued until the Fire Marshall, or designee, has received such a petition.

57. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. A preliminary site plan must also be approved for each multifamily (non-fee simple), recreational vehicle, or commercial increment in its entirety prior to any phased construction site plan approval.

58. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary plan/preliminary site plan approval, construction plan/construction site plan approval, and/or record plat approval.

59. Development is exempt from the LDC: Concurrency Management System, for parks and recreation, and transportation only pursuant to the LDC Section 602.8.M.5, provided the project complies with the VOPH Financial Plan, as amended.

60. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDD after the BCC action.

61. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

{OWNER/DEVELOPER'S ACKNOWLEDGMENT FOLLOWS}

Villages of Pasadena Hills Plazewski MPUD / Village F

OWNER / DEVELOPER ACKNOWLEDGMENT:

The Owner/Developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

_____ _____

Date Signature

_____

Print Name

_____

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____ (name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

_____

NOTARY

EXHIBIT C

MASTER PLAN

AREA & DENSITY CALCULATIONS

		Acreage	Percentage	Residential Minimum Density/ Intensity	Residential Maximum Density/ Intensity	General Commercial Maximum F.A.R.	Residential Minimum Units	Residential Maximum Units	Propsed Residential Units	Community Center General Commercial Maximum Intensity	Neighborhood Center (Max. 20,000 sqft 3 Centers or May Be Combined with Community Center) Maximum Intensity
NON DEVELOPABLE											
CORE RESERVE											
	UPLAND	0.0									
	CATEGORY I WETLANDS	0.0									
TOTAL CORE RESERVE		**0.0**						**0**			
WETLANDS											
	CATEGORY I WETLANDS	0.0			2.6			0			
	CATEGORY II & III WETLANDS	0.0			2.6			0			
TOTAL WETLANDS		**0.0**						**0**			
NON DEVELOPABLE AREA		**0.0**						**0**			
DEVELOPABLE											
PUBLIC SPACES											
	COMMUNITY FACILITIES (SCHOOL)	0.0	0%								
	NEIGHBORHOOD PARK	0.0	0%								
	OPEN SPACE & BUFFER	**0.0**	**0%**								
TOTAL PUBLIC SPACES		**0.0**	**0%**								
CORE											
	RESIDENTIAL	0.0	0%	4	10		0	0			
	NON-RESIDENTIAL (COMMUNITY SCALE CENTER)	0.0	0%			0.75				0	0
TOTAL CORE		**0.0**	**0%**				**0**	**0**	**0**	**0**	**0**
NEIGHBORHOOD GENERAL											
	RESIDENTIAL	40.3	100%		5.0		0	200	200		
	NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)	0.0				0.75					0
TOTAL NEIGHBORHOOD GENERAL		**40.3**	**100%**		**5.0**		**0**	**200**	**200**		**0**
NEIGHBORHOOD EDGE											
	RESIDENTIAL	0.0	0%		2		0	0			
	NON-RESIDENTIAL (NEIGHBORHOOD SCALE CENTER)	0.0				0.35					0
TOTAL NEIGHBORHOOD EDGE		**0.0**	**0%**				**0**	**0**			**0**
DEVELOPABLE AREA		**40.3**					**0**	**200**	**200**	**0**	**0**
TOTAL		**40.3**					**0**	**200**		**0**	**0**
GROSS RESIDENTIAL DENSITY		**5.0**									
NET RESIDENTIAL DENSITY		**5.0**									

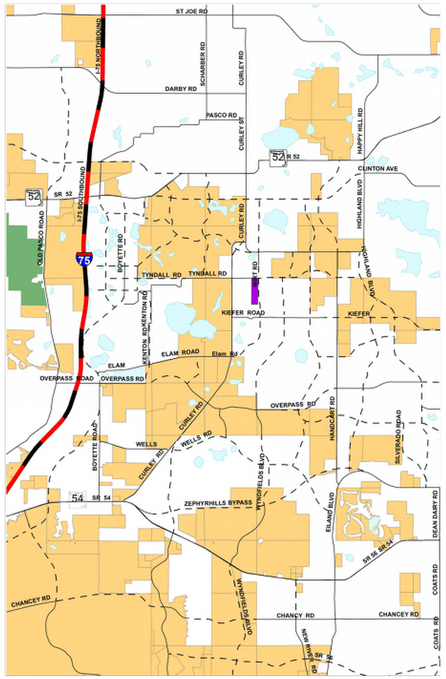
LOT DEVELOPMENT STANDARDS

PRODUCT TYPE	MINIMUM LOT SIZE (SF)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MINIMUM FRONT YARD SETBACK HOME/GARAGE (FT)	MINIMUM SIDE YARD SETBACK (FT)	MINIMUM REAR YARD SETBACK (FT)	MAXIMUM LOT COVERAGE (PRIMARY/ ACCESSORY) (%)	MAXIMUM BUILDING HEIGHT (FT)
SINGLE-FAMILY DETACHED	4,000	40	100	25/20	5	15	80	35
SINGLE-FAMILY ATTACHED-TOWNHOMES	1,260	18	70'	25/20	0/5	10	95	45

NOTES:
1. Corner lots shall not be required to be 10 feet greater than the nominal width listed above.
2. Side loaded two-car garages or larger shall be setback a minimum of 10 feet.
3. The use of five (5) foot setbacks must be in compliance with the LDC, Section 902.2.K.2.B; otherwise, minimum side yard setback shall not be less than 7.5 feet.
4. Zero Lot Line (ZLL) lots are permitted and shall meet a 10' minimum building separation on one side of the paired lots.
5. Front setbacks and corner side setbacks shall be measured from the public road right-of-way or where sidewalks meander outside of the right-of-way, setbacks shall be measured from the back of sidewalk.

WETLAND SUMMARY

EXISTING	AC.
CATEGORY I WETLANDS	0.0
CATEGORY II WETLANDS	0.0
CATEGORY III WETLANDS	0.0
TOTAL EXISTING WETLANDS	**0.0**
PROPOSED	**AC.**
CATEGORY I WETLANDS	0.0
CATEGORY II WETLANDS	0.0
CATEGORY III WETLANDS	0.0
TOTAL PROPOSED WETLANDS	**0.0**



VICINITY MAP

NOT TO SCALE

PLAZEWSKI MPUD

Applicant:

Mr. & Mrs. Walter Plazewski

32946 Tyndall Road
Wesley Chapel, FL 33545

Legal Counsel / Agent:

Tew & Associates
Attorney At Law

35595 US Hwy. N, #921
Palm Harbor, FL 33684
Phone:(727) 216-6575
Attn: Joel Tew, ESQ.

Transportation Consultant

Lincks & Associates, Inc.

5023 W. Laurel St
Tampa, Florida 33607
Phone:(813) 289-0039
Attn: Steve Henry

Engineer / Planner:

Heidt Design, LLC

5904-A Hampton Oaks Parkway
Tampa, Florida 33610
Phone:(813) 253-5311
Fax:(813) 464-7629
Attn: Dianne Fenech, AICP

LEGAL DESCRIPTION

Per Official Records Book 3880, Page 1594
The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 25 South, Range 20 East, Pasco County Florida.

AND

Derived from Official Records Book 4253, Page 1474
The East 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4, all in Section 23. Township 25 South, Range 20 East, in Pasco County. Florida.

SOURCE NOTES

1. LEGAL DESCRIPTION PROVIDED BY JOHNSON ASSOCIATES, OCTOBER, 2020.
2. CULTURAL RESOURCE ASSESSMENT PROVIDED BY PANAMERICAN CONSULTANTS, DECEMBER, 2020.
3. SOIL DATA BASED ON NRCS SOIL SURVEY FROM FLORIDA GEOGRAPHIC DATA LIBRARY
4. ZONING AND FUTURE LAND USE INFORMATION OBTAINED FROM PASCO COUNTY GIS SYSTEM, 2020.
5. THE PROJECT LIES WITHIN FLOOD ZONE 'X', & 'AE' PER FEMA FIRM COMMUNITY PANEL NUMBER 12101C0267F.SEPTEMBER 26, 2014.
6. AERIAL PROVIDED BY LABINS, 2017.
7. WETLANDS HAVE BEEN PHOTO INTERPRETED AND FIELD VERIFIED BY HEIDT DESIGN, LLC, OCTOBER 2020.
8. ENVIRONMENTAL/WILDLIFE HABITAT STUDY PROVIDED BY HEIDT DESIGN LLC, DECEMBER 2020.

SHEET NO.	DESCRIPTION
L-700	COVER, NOTES TABLES
L-701	EXISTING CONDITIONS
L-702	EXISTING CONDITIONS
L-703	AERIAL (2017)
L-704	MPUD PLAN
L-705	PRODUCT DETAILS

Approval Type: MPUD Zoning **Project Name:** PLAZEWSKI

APPROVED _____ **Date** **Petition Number** _____

DATE	DESCRIPTION	BY
8/4/21	Revisions Per County Comments	BRK
8/4/21	Revisions Per County Comments	BRK

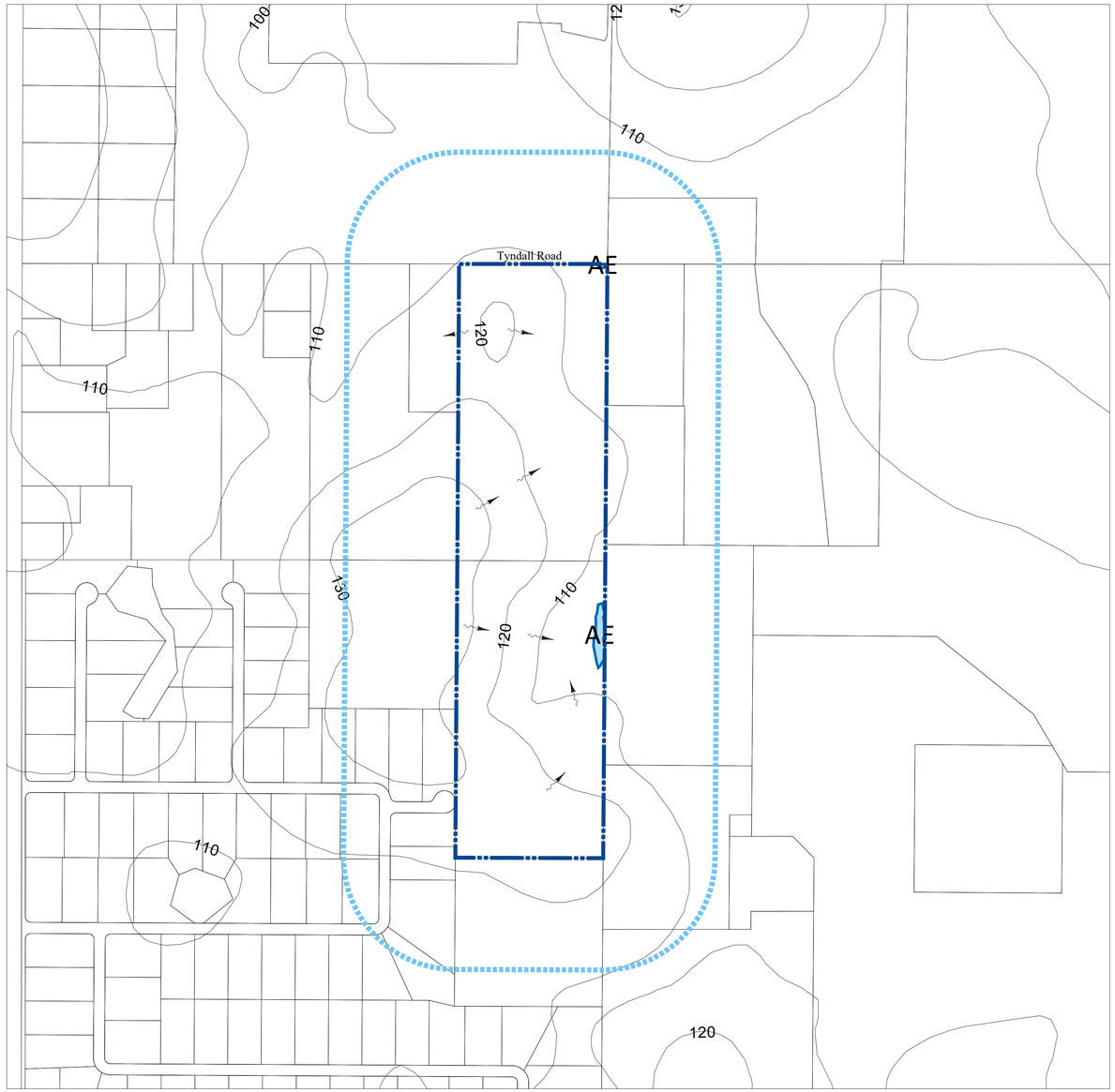
DATE: 1/5/2021 **JOB #:** PLZ-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

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Phone:(813) 253-5311
www.HeidtDesign.com

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L E G E N D

- Property Boundary
- 500' Property Boundary Offset
- Parcel
- Flood Zone "AE"
- Topographic Contours
- Approximate Surface Water Flow

Notes:
1). There are no Wetlands on-site.
2). There are no Existing Utilities currently serving the site, or in the immediate vicinity.

R:\P\PLAZEWSKI WOPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\PLAZEWSKI_L-701 AND 702 EXISTING CONDITIONS.DWG L-701 ——— BRIAN KIRALY

Plazewski MPUD

L-701 Existing Conditions

Mr. and Mrs. Walter Plazewski

Pasco County, FL

DATE	DESCRIPTION	BY
DATE: 11/12/2020	JOB #: CGL-VP-1006	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 300'

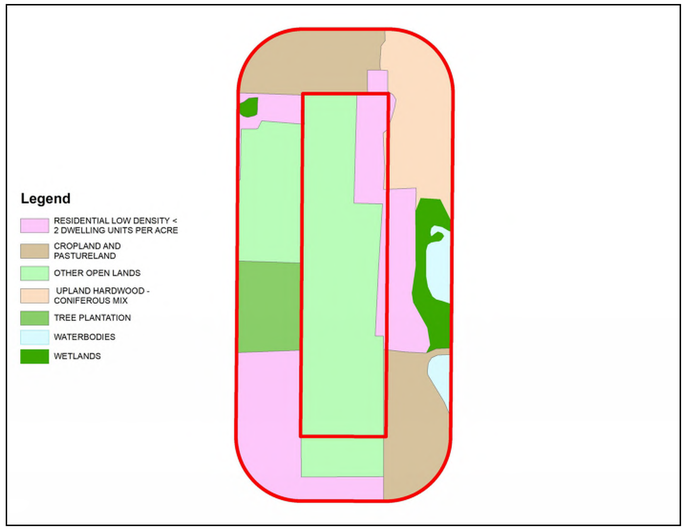
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HALF SCALE 11" BY 17"

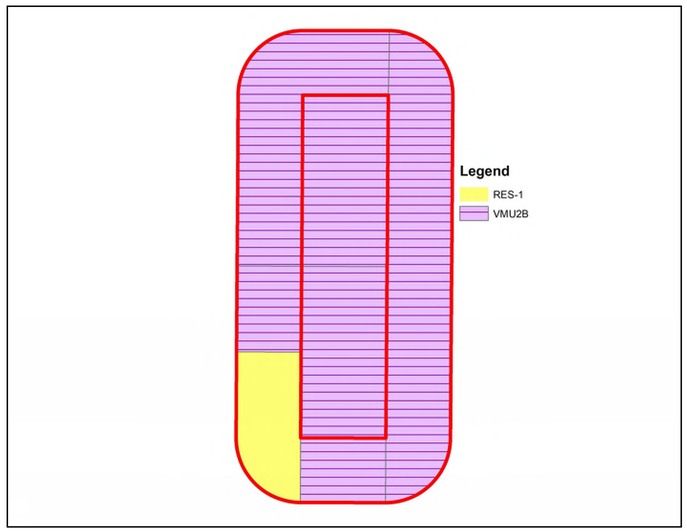
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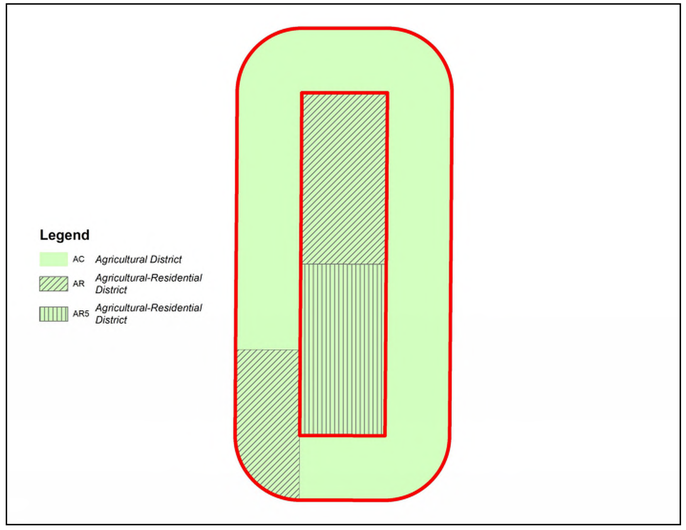
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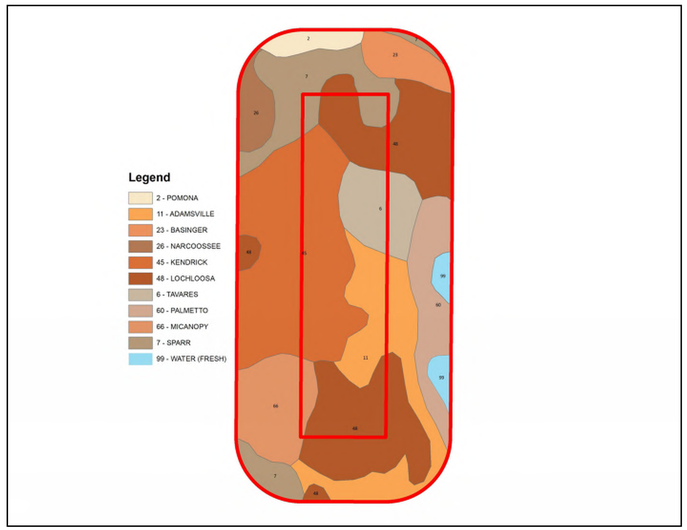
Existing Land Use (FLU CCS)



Future Land Use



Existing Zoning



Existing Soils

Plazewski MPUD

L-702 Existing Conditions

Mr. and Mrs. Walter Plazewski

Pasco County, FL

DATE	DESCRIPTION	BY
DATE: 12/1/20	JOB #: PLZ-PH-1001	

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 1'

0 0.5 1 2

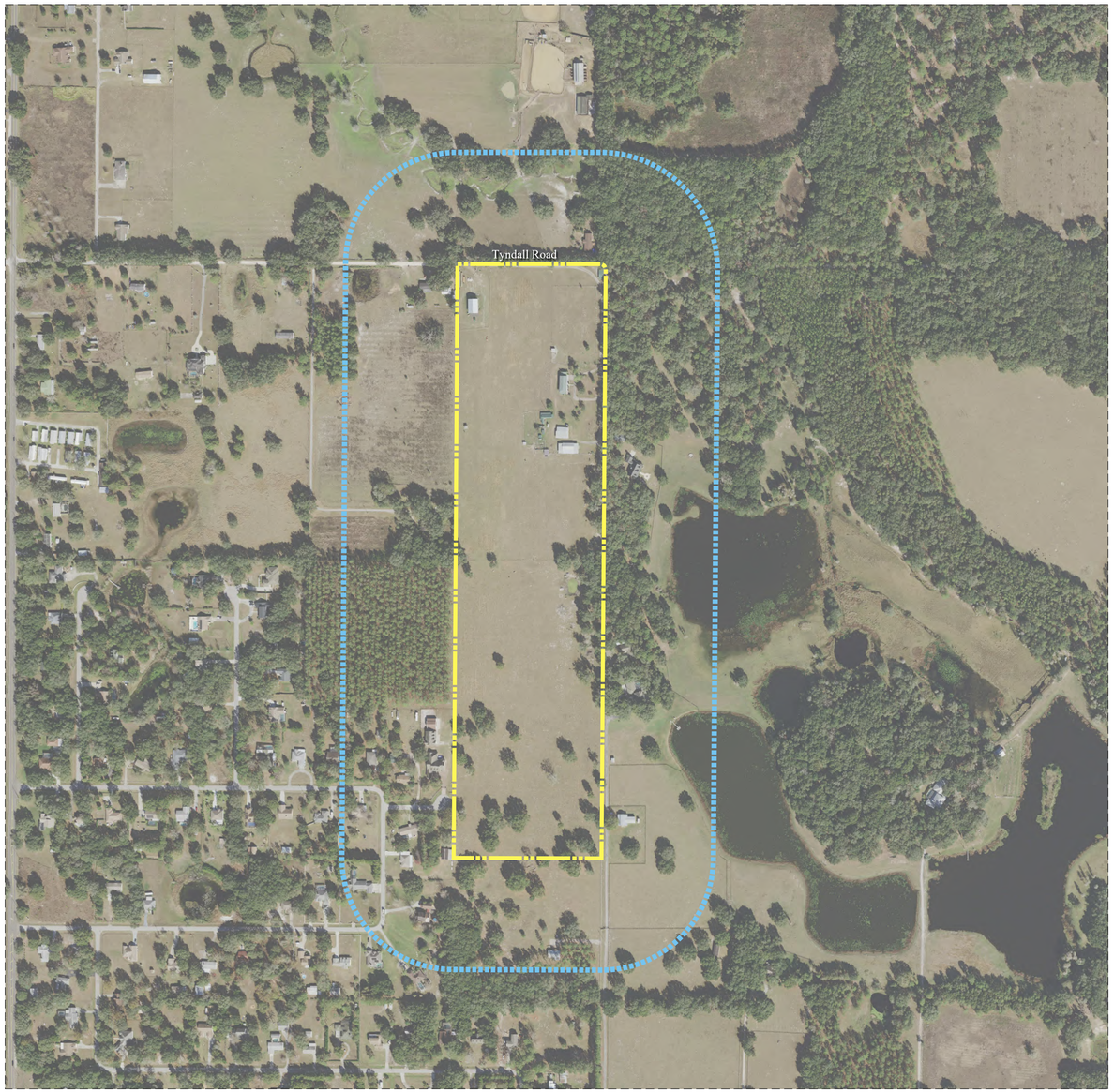
HALF SCALE 11" BY 17"

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L E G E N D

- Property Boundary
- 500' Property Boundary Offset

Plazewski MPUD

L-703 Aerial

Mr. & Mrs. Walter Plazewski

Pasco County, FL

DATE	DESCRIPTION	BY

DATE: 11/13/2020 | JOB #: CGL-VP-1006

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 300'

0 150' 300' 600'

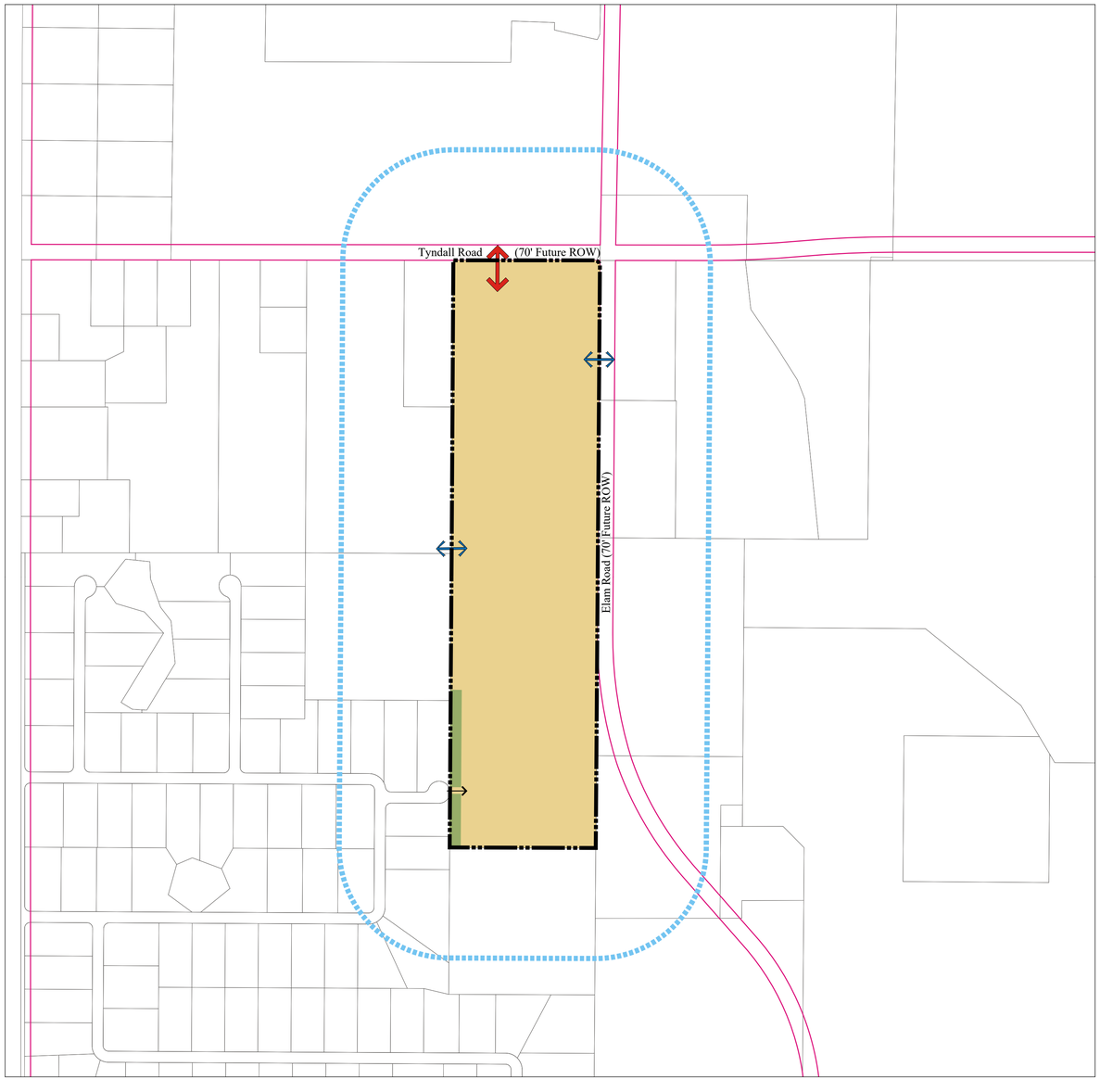
HALF SCALE 11" BY 17"

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L E G E N D

- Property Boundary
- 500-Foot Property Study Area
- Neighborhood General Residential
- 50' Rural Enclave Buffer
- Future VOPH Roadway
- Access Point
- Future Cross-Access (Road Stub-Out)
- Emergency Access

Note: Access Points Are Conceptual.

R:\PLAZEWSKI VOPH\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\PLAZEWSKI_L-704 MPUD.DWG L-704 ——— ANNA BASIAK

Plazewski MPUD

L-704 MPUD Plan

Mr. & Mrs. Walter Plazewski

Pasco County, FL

1/11/21	Revisions Per Site Plan Change	BRK

DATE: 11/13/2020 | JOB #: PLZ-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

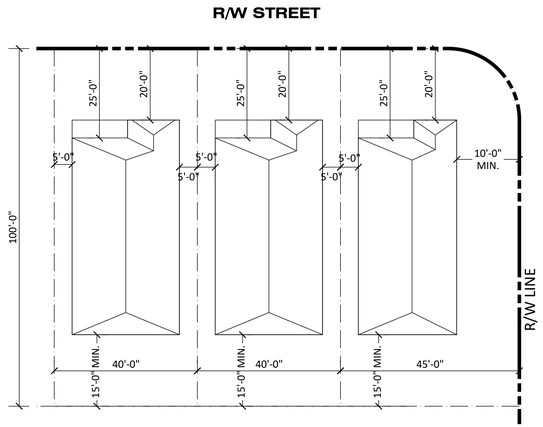
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HALF SCALE 11" BY 17"

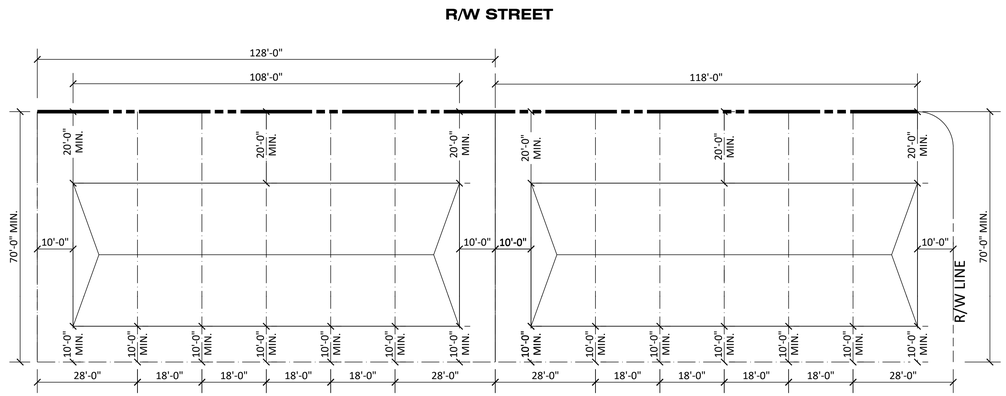
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TYPICAL BUILDING ARRANGEMENT
FRONT ACCESS
40'X100' LOT (4,000 SF)

GENERAL NOTES:
1. LOT WIDTH IS MEASURED HORIZONTALLY AT THE FRONT BUILDING LINE.
2. MAXIMUM LOT COVERAGE FOR SINGLE FAMILY DETACHED UNITS IS 80%.
3. LAND CONSIDERED FOR THE NEIGHBORHOOD PARK REQUIREMENTS OR USED FOR STORMWATER RETENTION/DETENTION SHALL BE A MINIMUM OF 20 FEET FROM THE REAR OF THE STRUCTURE AND A MINIMUM OF 15 FEET FROM THE SIDE OF THE STRUCTURE.
4. ON CORNER LOTS WHERE THERE IS MORE THAN ONE FRONT, ONE FRONT-YARD SETBACK MAY BE REDUCED TO 10 FEET.



TYPICAL BUILDING ARRANGEMENT
FRONT ACCESS WITH GARAGE
18' X 70' LOT (1,260 SF) TOWNHOME

GENERAL NOTES:
1. MAXIMUM BUILDING COVERAGE SHALL BE 95%.
2. MAXIMUM BUILDING HEIGHT OF ALL STRUCTURES SHALL BE 45 FEET.

Plazewski MPUD

L-705 Product Details

Mr. and Mrs. Walter Plazewski

Pasco County, FL

11/1/21	Revisions For 40' Lot Standards	BRK
8/4/21	Revisions Per County Comments	BRK

DATE: 12/1/20 | JOB #: PLZ-PH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 20'
0 0.5 20' 40'
HALF SCALE 11" BY 17"

HEIDT DESIGN
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R:\PLAZEWSKI VOP#\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\PLAZEWSKI_L-705 PRODUCT DETAILS.DWG L-705 ——— ANNA BASIAK

VILLAGES OF PASADENA HILLS
PLAZEWSKI / VILLAGE F
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7564

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted January 13, 2021, and revised on August 5, 2021, and November 16, 2021, and the Villages of Pasadena Hills (VOPH) Enabling Documents including the Land Development Code (LDC) as applicable to the VOPH Special Planning Area unless otherwise stipulated or modified herein.

Instructions

2. Please revise the Master Plan to include typicals for the larger lot sizes.

~~2.~~ Revise the Master Plan to memorialize any corresponding conditions of approval as modified pursuant to the public hearings and subsequent meetings.~~[Delete if Heidt revises now to add those details]~~

3.

Environmental

~~3.~~4. If during construction activities, any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency-written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

~~4.~~5. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines. The applicant shall provide the issued FFWCC gopher tortoise relocation permit and the final action report prior to the issuance of the site development permit.

~~5.~~6. For each phase of development, the applicant/applicable developer or parcel developer shall submit a breeding season survey for the Southeastern American Kestrel in accordance with FFWCC survey guidelines. Surveys shall be conducted prior to the anticipation of construction activities commencing for any phase that is within the Southeastern American Kestrel breeding season, May-September. If nests are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.

~~6.~~7. The wetland categories will be finalized upon receipt of the approved SWFWMD wetland

boundary survey at the time of site development submittal.

~~7.~~8. The upland buffer line shall be clearly field demarcated prior to any construction activities.

~~8.~~9. No construction activities including clearing, grading, or grubbing shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County approved construction plans for the project.

~~9.~~10. A copy of the SWFWMD ERP shall be sent to the PDD prior to issuance of the Site Development Permit.

Open Space/Buffering

~~10.~~11. The developer(s) shall create mandatory homeowners'/property owners'/ condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, or, if approved by the BCC, or State of Florida, a Community Development District (CDD). This association(s) or District shall encompass the entire boundaries of the MPUD Master Planned Unit Development except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The association, or CDD documents shall establish a Design Review Board (DRB) or similar design review entity, to ensure that all architectural elements to be constructed within the Village shall be in compliance with all applicable conditions of approval. The developer shall convey in fee simple to the association or CDD for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes (F.S.), is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, the homeowners'/property owners'/condominium owners'/merchants' association, CDD creation documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Engineering Services Department (Survey Division) and the Planning and Development Department (PDD) for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or CDD. The PDD's review of such documents is for compliance with the architectural standards required by the Land Development Code, Section 601, if applicable to the MPUD. If platting is not required, then prior to the first construction plan/construction site plan approval, the above-mentioned documents shall be submitted for review to the PDD for compliance with the architectural standards required by the LDC, Section 601, Traditional Neighborhood Development, Building Design, and Standards, if applicable to the MPUD. Impact fee, mobility fee, and/or VOPH Development Fee credits for improvements or dedications, as applicable pursuant to the VOPH Enabling Documents, shall go to the association, CDD, or other private development entity which funded such improvements, as applicable.

~~11.~~12. On a phase-by-phase basis, the Developer shall provide a Park Plan (nonconceptual) at

the time of PDP/PSPs submittal for each phase of the MPUD. Each successive phase of the Park Plan shall incorporate all prior approved phases. The Park Plan shall depict the location, acreage, dimension, type (mini-park, neighborhood park, or trails/linear park.), and planned amenities of each neighborhood park area, in accordance with LDC 905.1. Neighborhood park requirements, such as acreage, minimum size, and the number of open play areas, may be combined and viewed from a holistic approach. Open play areas maybe organically shaped when balanced with other recreational activities.

~~12.~~13. Specific review and approval of the neighborhood parks will be conducted at PDP/PSPs submittal for the first phase of each area in accordance with the compliance of current LDC 905.1 as well as the following design standards:

a. To enhance sustainability, interaction with nature, and general aesthetics, natural features may be considered while choosing park sites and park design may work around natural features.

b. To encourage connectivity, including walking and biking, interconnected paved trails/boardwalks throughout the community, which accompany natural and water features, such as stormwater ponds and wetlands, are encouraged and can be applied towards the required neighborhood park acreage.

c. Any main recreational area should provide sufficient parking.

d. Every dwelling unit shall have access to a park within a half of a mile walking distance.

e. The dimension and size of each park shall be appropriate for its use and planned amenities.

f. Park design shall be inclusive and consider ADA requirements and incorporate intergenerational amenities.

g. The area designated on the Master Plan adjacent to the rural enclave buffer in the southwestern portion of the MPUD (see Condition No.15, below), shall be used for neighborhood park area.

~~13.~~14. Tree Planting

a. The developer/builder shall provide the appropriate number of trees per lot (i.e. lot trees) pursuant to the table located in the LDC, Section 905.2.D.2.a. If the developer/builder is unable to provide the appropriate number of trees on the lot due to easement(s) or other constraints as determined by the County Administrator or designee, then the developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If a common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established by resolution of the BCC (Resolution 08-284, as amended) as follows: $50.00 per inch, but not to exceed $500.00 for each residential unit, or $500.00 for every 2,000 square feet of the first-floor building area for non-residential development pursuant to Section 802.3.C. of the LDC.

~~14.~~15. Street Tree Planting and/or Front-Yard Tree Planting:

a. If the project proposes street trees, the street trees shall be placed such that there is at least one tree in front of every single-family detached lot.

b. If the project proposes street trees, the remaining required lot trees may be placed in the back.

c. If the project does not propose street trees, then front yard plantings shall be provided as follows:

(1) Each front-loaded single-family detached lot shall have a minimum of one lot tree in the front yard.

(2) Each front-loaded townhome block (group of attached units) with four (4) or fewer units shall have a minimum of two (2) trees in the front yard.

(3) Each front-loaded townhome block with five (5) or more units shall have a minimum of three (3) trees in the front yard.

(4) Any lot trees within a townhome block may be a shade tree, understory tree, or palm tree; provided, however, that no front yard lot trees in a townhome block shall be queen palms or crepe myrtles.

~~15.~~16. Rural Enclave Buffer. The MPUD shall provide the required rural enclave buffer at the project boundary location designated on the MPUD Plan pursuant to Comprehensive Plan Policy FLU 6.5.6.

Transportation/Circulation

Access Management

~~16.~~17. The project access points shall be as generally depicted on the MPUD master plan, unless the access locations are proposed for modification by the developer at the time of PSP/PDP or construction plan approval. If the proposed access points are proposed for modification at such later time, the County Administrator, or designee, may impose additional conditions on the applicant/developer consistent with the County's established Access Management Standards.

~~17.~~18. Street connections and rights-of-way to adjoining areas shall be provided to give access to such areas and/or to provide for proper traffic circulation as determined necessary and

practical at the time of PDP approval.

~~18.~~19. The access point at Peachtree Lane shall be an emergency-only access. At the time a replacement secondary access is established via the development of an adjacent parcel or road by others, the Peachtree Lane emergency access will be closed.

~~19.~~20. In the case of private streets, internal accessways, and any amenities within or adjacent to said, such as paths, trails, sidewalks, and any other noon-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association. Pasco County will not be responsible for the maintenance of any private streets or private amenities.

Dedication of Right-of-Way

~~20.~~21. In the event any portion of the Tyndall Road right-of-way as designated on the VOPH Master Roadway Plan lies within the Plazewski MPUD boundary, and subject to the provisions of the Comprehensive Plan Villages of Pasadena Hills (VOPH) Area Plan, Table PH-1: Year 2065 Roadway Summary, this MPUD property owner/developer shall co-ordinate with Pasco County and the Developer of Boger Ranch MPUD, Rezoning Petition 7383, to provide any portion of the right-of-way required within this MPUD for the Tyndall Road 70' right-of-way, at no cost to the County or the developer of Boger Ranch MPUD, and in accordance with applicable VOPH roadway design criteria. If required within this MPUD, this MPUD owner/developer also shall dedicate additional right-of-way for applicable intersection improvements, if any, also at no cost to the County or the developer of Boger Ranch MPUD.

In addition, the MPUD developer or its designee shall design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities within this MPUD to mitigate all impacts associated with the required improvement of Tyndall Road consistent with the VOPH roadway design criteria, for the roadway segment of Tyndall Road within or adjacent to this MPUD. Any required roadway drainage/retention, wetland, and floodplain mitigation facilities may be commingled with project drainage/mitigation and shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Tyndall Road, and this paragraph of this condition shall expire after such stormwater-management plans and the Tyndall Road construction plans have been approved. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

Furthermore, the MPUD owner, its successors and assigns, shall reserve a 35-foot wide potential future right-of-way along the MPUD eastern boundary, but only for the portion of such eastern MPUD boundary which is directly adjacent to and contiguous with the current alignment for the vision road identified as future Elam Road (presently off-site to this MPUD) (the "Elam Road R/W Reservation Area"). In the event the County requests the dedication of such Elam Road R/W Reservation Area, the MPUD owner, its

successors and assigns, shall dedicate said right-of-way area at no cost or expense to the County or the VOPH Stewardship District. Pending any such required dedication of the Elam Road right-of-way, the HOA or CDD shall maintain the Elam Road R/W Reservation Area as open space pursuant to Condition No. 10, above. By way of clarification, nothing in this Condition No. 210 shall require the County or the VOPH Stewardship District to amend or modify the current vision road alignment for Elam Road as set forth in the VOPH Master Roadway Plan, and this Elam Road R/W Reservation Area is intended only to accommodate any future construction of Elam Road by others by potentially providing one-half of such required total right-of-way. In the event Elam Road is constructed, and the Elam Road R/W Reservation Area is not utilized for Elam Road, the Elam Road R/W Reservation Area shall continue to be maintained in perpetuity by the HOA or CDD as an open space/buffer area. It is noted, however, that any such realignment of Elam Road would impact the current alignment of Elam Road on the north side of Tyndall Road, and/or the configuration of the Tyndall Road/Elam Road intersection.

21.22. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to Nollan v. California Coastal Comm'n, 483 U.S. 825 (1987), and Dolan v. City of Tigard, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

22.23. Any alternative vehicle lanes constructed within the public rights-of-way of all roadways accepted for maintenance by the County shall be maintained by the County; otherwise, all sidewalks, bike paths, alternative vehicle or non-vehicular trails within this Plazewski MPUD shall not be the maintenance responsibility of the County and shall be conveyed in fee simple or by permanent maintenance easement to a CDD, HOA, or other permanent maintenance entity by the Developer. The MPUD developer shall either provide a trail/alternate vehicle/pedestrian plan or an overall preliminary plan that creates a safe and efficient accommodation for pedestrians and bicyclists providing walkability between uses/abutting parcels prior to any future development plans.

VOPH Transportation Mitigation Improvements

23.24. The developer has submitted, and the County has approved, the required VOPH transportation analysis for this MPUD. The MPUD developer or its designee shall design, permit, and construct the following site access requirements.

a. This MPUD project driveway shall have full access to Tyndall Road. At such MPUD project access, a 170-foot eastbound right-turn lane, and a 195-foot westbound left-turn lane, shall be provided by this MPUD Developer in

accordance with the FDOT Design Manual, prior to the first record plat. At time of site plan submittal, a more detailed access management study may be required.

b. The foregoing site access improvements shall not be Transportation Development Fee creditable pursuant to the VOPH Enabling Documents.

c. This MPUD Developer is not required to construct any portion of the VOPH Master Roadway Plan network, as Tyndall Road already is the obligation of Boger Ranch MPUD Rezoning No. 7383. However, pursuant to the adopted VOPH Fee Credit Registry, Resolution No. 21-087, the MPUD developers/builders shall pay all required VOPH Transportation Development Fees into the VOPH Fee Credit Registry, for use by the County's designated Fee Credit Registry Administrator to pay the County the External portion of such fees and to reimburse VOPH Transportation Development Fee Credit registrants for creditable VOPH transportation infrastructure improvements, in accordance with the Registry's priority system. Notwithstanding the foregoing, in the event Boger Ranch MPUD does not commence the Tyndall Road improvements by the time desired or needed by this MPUD to commence its own development, the Plazewski MPUD developer shall design, permit and construct (to the extent not previously performed by Boger Ranch MPUD or others) Tyndall Road from the Plazewski MPUD project access, westward to Curley Road. In such event, the Plazewski MPUD entity which funds and performs such VOPH intermediate roadway improvements shall receive VOPH Transportation Development Fee Credits in accordance with the VOPH Enabling Documents, for any off-site intermediate roadway facilities (but not for any on-site portion thereof unless the VOPH Financial Plan is amended to provide credits for such on-site intermediate roads). In the event the Plazewski MPUD makes these improvements, then the award of any credits needs to be established in a separate Development Agreement.

Design/Construction Specifications

~~24.~~25. Prior to approval of the PDP/PSP for the proposed development in Plazewski MPUD Village F, the developers shall supply evidence that they have coordinated with the developer(s) and engineer(s)/surveyor(s) (if any exist) of all adjoining parcels to identify and provide the location of required interconnecting roadways. In the absence of such agreement, the County shall resolve such location(s) as required by the roadway grid network specified in the Area Plan. The following information shall be shown on all PDP/PSP plans and construction plans/construction site plans that include or abut interconnecting roadways: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of roads at the property lines.

~~25.~~26. Roadway-design standards shall be designed and constructed in a manner that is supportive and reflective of adjacent land uses and development patterns consistent with the standards set forth in the Comprehensive Plan VOPH Area Plan roadway cross-sections, any applicable development agreement, including any alternative standards as approved pursuant to the LDC at the time of PDP/PSP approval.

~~26.~~27. The developers shall comply with the County and Pasco County Public Transportation

requirements to accommodate mass transit service to and within the project if service is available at the time of preliminary plan/preliminary site plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDD for review and approval prior to or concurrent with the PDP/PSP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP/PSP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation Department, any other transit authority, or any of its users/patron's access to such facilities.

~~27.~~28. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

~~28.~~29. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD (if one is created at Developer's discretion) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. If a CDD is created all roadways that are not classified as County Collector or County/State Arterial roadways shall be dedicated to the CDD for ownership and maintenance. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Drainage/Water Service/Wastewater Disposal

~~29.~~30. The developer shall submit a Stormwater Management Plan and Report (SMP) for its

portion of Village F in accordance with the Pasco County LDC as amended and the village specific master plan requirements in the Comprehensive Plan VOPH Area Plan, which may be utilized by others in Village F to complete a Master Regional plan for the entire Village. The SMP shall be approved prior to or simultaneous with application for construction plan review for the first development phase/increment of this MPUD. If it is determined that this project is located within a closed basin, the developer shall comply with closed basin criteria (County & SWFWMD) in effect at the time of SMP approval. Post-condition discharge from the site shall replicate pre-condition. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the Planning and Development Department.

~~30.~~31. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan/construction site plan. This utility plan shall show, at a minimum, the following:

a. Trunk sewer lines and lift stations.

b. Main potable water lines and non-potable water lines, if applicable.

c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

d. Method of lighting for all non-local roads shall be submitted at the time of record plat submittal for each unit or phase.

e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

~~31.~~32. Prior to the first construction plan/construction site plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.

~~32.~~33. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

~~33.~~34. Any required off-site utility transmission lines and appurtenances required to extend service to the MPUD project shall be provided by the developer or its designee, pursuant and subject to the VOPH Master Utilities Plan and the VOPH Enabling Documents. The costs incurred for the applicable portions of such off-site utility infrastructure shall be creditable against the VOPH utilities fee surcharges, only (not creditable against base utility impact fees), as provided in the VOPH Enabling Documents, unless other terms and conditions for the provision of utility infrastructure to the MPUD are made by mutual agreement between the developer or its designee and the County in a separate Development Agreement.

~~34.~~35. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or groundwater within the subject property, provided that the same is not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

~~35.~~36. The developer shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available.

~~36.~~37. The developer shall comply with applicable County floodplain management requirements.

Land Use

~~37.~~38. The residential dimensional standards shall be as follows:

a. Single-Family Detached

a.	Minimum Lot Width	40 Feet
b.	Minimum Lot Depth	100 Feet
c.	Minimum Front-Yard Setback	20 Feet/ 25 Feet Garage
d.	Minimum Corner Lot Side-Yard Setback	10 Feet/25 Feet Garage
e.	Minimum Side-Yard Setback	5 Feet*
f.	Minimum Rear-Yard Setback	15 Feet
g.	Maximum Height	35 Feet
h.	Maximum Lot Coverage	80 Percent Total – Principal and Accessory Structure

*Side-yard setbacks less than 7.5 feet shall comply with LDC Section 902.2.K.2.b.

b. Single-Family Attached

a.	Minimum Lot Width	18 Feet
b.	Minimum Lot Depth	70 Feet
c.	Minimum Front-Yard Setback	20 Feet/25 Feet Garage

d.	Minimum Corner Lot Side-Yard Setback	10 Feet/25 Feet Garage
e.	Minimum Side-Yard Setback	7.5 Feet / 15 Feet Between Structures
f.	Minimum Rear-Yard Setback	10 Feet
g.	Maximum Height	45 Feet
h.	Maximum Lot Coverage	95 Percent Total – Principal and Accessory Structure

c. By way of clarification, the foregoing minimum lot widths and product types shall not preclude the Developer, at its option, from implementing other housing product types provided that the minimum lot width standards set forth above are met, including, without limitation, such products as paired villas or other multiunit house scale housing product options.

~~38.~~39. Architectural Design Standards are as follows:

a. Detached residential lots must include a minimum of three (3) of the architectural features below:

(1) Stonework

(2) Brickwork

(3) Lap siding

(4) Shutters

(5) Decorative garage door

(6) Decorative Features:

i. Cornice details

ii. Dentil moldings

iii. Decorative and box vents

(7) Façade enhancements

i. Decorative banding

ii. Scuppers

iii. Brackets

b. No two identical building facades shall be immediately adjacent to, or directly across from one another. Additionally, no building façade color palate shall be the same as a building façade immediately adjacent to, or directly across from it.

c. Architectural features and monotony control on villas, townhomes and multi-family buildings to be based on the building, not individual residential unit.

d. Architectural standards shall be in substantial compliance or a superior alternative to those identified herein.

~~39.~~40. The minimum lot size for single family detached is 40' wide. A minimum of forty (40) percent of the single family detached lots must be fifty (50) feet wide or larger.

~~40.~~41. No~~Any~~ lots shall be located immediately adjacent to the Rural Enclave Buffer, and a neighborhood park area shall be located adjacent to the Rural Enclave Buffer pursuant to Condition No. 12, above. ~~boundary line shall be a minimum of sixty (60) feet wide. **This requirement shall not apply if a neighborhood park site or a north-south street right-of-way is immediately adjacent to such perimeter boundary location. If a park site or a right-of-way are to be proposed, then t**~~**The developer shall also install a Type B Landscape Buffer which may be located within the easterly 15' of the Rural Enclave Buffer adjacent to the ~~right-of-way or~~ park. The ~~If located adjacent to the Rural Enclave Buffer, the~~ minimum neighborhood park dimensions shall be the length of the Rural Enclave Buffer by 30 feet wide, and ~~neither~~ the park ~~nor right-of-way~~ shall not include or encroach into any portion of the Rural Enclave Buffer.**

~~41.~~42. If attached products are proposed, they shall be placed along Tyndall Road and/or internal to the site. There shall be no attached products abutting the perimeter of the site except for those along Tyndall Road.

~~42.~~43. Attached products shall be limited to a maximum of six dwelling units per building.

~~43.~~44. The total aggregate number of dwelling units for the MPUD shall not exceed 200, and the total number of attached dwelling units shall not exceed 60.

~~44.~~45. Recreation-center development standards shall be in accordance with the C-1 Neighborhood Commercial District.

~~45.~~46. The maximum density set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable Pasco County ordinances and resolutions.

~~46.~~47. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

~~47.~~48. The subject property is currently utilized for agricultural activities. It is understood that while the use will cease when the subject property is built out, portions of the subject property may continue to be used for agricultural activities as an interim use until the project is developed in accordance with this rezoning.

Preliminary Development/Preliminary Site Plan Requirements

~~48.~~49. Development shall conform to the village principles as identified in the Comprehensive Plan POLICY FLU 6.5.3 and the Section identified as “Land Use Classifications” a(4) Guiding Principles and (6)(d), Standards for Review, as such principles may be amended from time to time.

~~49.~~50. Based upon current school site needs, only, applicable and limited to this specific MPUD application, only, the School District has not required a school site to be reserved at this time for this MPUD and has authorized the revision of the related Village F Master Plan accordingly. However, the School District has not waived its regulatory authority pursuant to the VOPH Governing Documents to require a future school site within Village F, with respect to any future applications to opt into the VOPH Plan and thereby to seek new VOPH entitlements for any additional lands within Village F of the VOPH Plan.

Procedures

~~50.~~51. Prior to the first record plat approval, or construction plan approval where no plat is required, the developer/owner shall record a “Consent to Development Fee Surcharges and Special Assessments” in a form acceptable to the Pasco County Attorney’s Office and in accordance with the LDC, Section 602.8.K.3. and Section 602.8.M.4.

~~51.~~52. On-street Parking: The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways.

~~52.~~53. A disclosure statement regarding the construction of all future roadways abutting and through the MPUD Master Planned Unit Development shall include in all sales contracts within the MPUD Master Planned Unit Development. This disclosure shall include the future roadway’s number of lanes and construction timing, if applicable.

~~53.~~54. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed

restrictions.

~~54.~~55. Because the VOPH Area Plan is a 2065 Horizon Plan, this MPUD rezoning shall remain in force and effect for the duration of the VOPH Area Plan, including any subsequent extensions thereof.

~~55.~~56. Unless otherwise approved by the Fire Marshall, or designee, the development shall be included into a Pasco County Municipal Fire ServiceTaxing Unit to provide fire protection. The developer shall submit a petition for inclusioninto the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshall, or designee, has received such a petition.

~~56.~~57. A PDP/PSP must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. A preliminary site plan must also be approved for each multifamily (non-fee simple), recreational vehicle, or commercial increment in its entirety prior to any phased construction site plan approval.

~~57.~~58. PDP/PSP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary plan/preliminary site plan approval, construction plan/construction site plan approval, and/or record plat approval.

~~58.~~59. Development is exempt from the LDC: Concurrency Management System, for parks and recreation, and transportation only pursuant to the LDC Section 602.8.M.5, provided the project complies with the VOPH Financial Plan, asamended.

~~59.~~60. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document** is completed (including notarization) and received by the PDD after the BCC action.

~~60.~~61. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

{OWNER/DEVELOPER'S ACKNOWLEDGMENT FOLLOWS}

Villages of Pasadena Hills Plazewski MPUD / Village F

OWNER / DEVELOPER ACKNOWLEDGMENT:

The Owner/Developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

_____ _____

Date Signature

_____

Print Name

_____

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date), by _____ (name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

_____

NOTARY

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS, DEVELOPMENT REVIEW COMMITTEE OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, CONDITIONAL USES, SPECIAL EXCEPTIONS, DEVELOPMENTS OF REGIONAL IMPACT, PRELIMINARY OR CONSTRUCTION PLAN APPROVALS, AND APPEALS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Starkey

Date of Meeting/Discussion: 10/25/21 Location of Meeting/Discussion: Starkey Market

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
David Goldstein		CAO	County Attorney
Joel R. Tew		Applicant	Land Use Attorney
Pat Gassaway		Heidt Design	Planner
Christie Barrett		Heidt Design	Planner

Application/Matter Being Discussed (include name and public hearing date, if known):
Plazewski VDPH-MPUD

County Staff Contact Person For Application: Ernie Monaco

Specific Topics/Issues Being Discussed. Check all that apply:

X	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	X	Aesthetics/landscaping
X	Compatibility of uses		Legal
X	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
X	Presented in the same form at the public hearing.
	Written materials, diagrams, plans or pictures will not be presented to the Local Public Official.

TO BE COMPLETED BY LOCAL PUBLIC OFFICIAL:

Other Disclosures (Disclosure of the Information Below Using this Form is Optional; This Information May Also Be Disclosed by the Local Public Official at the Public Hearing).

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Name of Local Public Official Attending Meeting/Discussion: CHRISTINA FITZPATRICK

Date of Meeting/Discussion: 11/4/2024 Location of Meeting/Discussion: Pasco Gov. Center 3rd Floor

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (If applicable)
Justyna Gale	352-314-6158	Florida Design Consultants	
Kenneth E. Gale	813-933-4225	Owner	R.E. Broker

Application/Matter Being Discussed (include name and public hearing date, if known): Plazewski site BOGER MPUD

County Staff Contact Person For Application: _____

Specific Topics/Issues Being Discussed. Check all that apply:

X	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
X	Compatibility of uses		Legal
X	Density/intensity	X	Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

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	Provided in the same form to Zoning/Growth Management/Development Review Staff prior to the public hearing for inclusion in the record of the public hearing.
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EX PARTE SIGN-IN/DISCLOSURE FORM TERRY PITTOS/DENISE HERNANDEZ
DAVID GOLDSTEIN

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Name of Local Public Official Attending Meeting/Discussion: **COMMISSIONER MIKE MOORE**

Date of Meeting/Discussion: 11/16/2021 Location of Meeting/Discussion: WebEx

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	**Phone Number**	**Organization/Client**	**Area of Expertise (if applicable)**
Justyna Gale	Jgale@fldesign.com	Florida Design	
Kenneth Lane	Kennethlane356@gmail.com		
Andy Taylor	ataylor@pascocountyfl.net	Pasco County	Leg. Aide to Comm. Moore

Application/Matter Being Discussed (include name and public hearing date, if known):
Plazewski MPUD in VOPH

County Staff Contact Person For Application: _____

Specific Topics/Issues Being Discussed. Check all that apply:

	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	X	Aesthetics/landscaping Buffer on Eastside
	Compatibility of uses		Legal
X	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
X	Other: Increase Lot Sizes		Other:

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Name of Local Public Official Attending Meeting/Discussion: COMMISSIONER RON OAKLEY

Date of Meeting/Discussion: 11/1/2021 Location of Meeting/Discussion: Dade City

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Justyna Gale	352-514-6158	Florida Design Consultants	VOPH
KENNETH E. LANER	813-833-1100	SELF	R.E. BROKER

Application/Matter Being Discussed (include name and public hearing date, if known): Plazewashi MPUD

County Staff Contact Person For Application: Tammy Snyder

Specific Topics/Issues Being Discussed. Check all that apply:

	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands		Aesthetics/landscaping
X	Compatibility of uses		Legal
X	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

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Name of Local Public Official Attending Meeting/Discussion: COMMISSIONER RON OAKLEY

Date of Meeting/Discussion: 2/8/2022 Location of Meeting/Discussion: Dade City Courthouse

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Walter Plazewski		Applicant / Property Owner	
Joel Tew		Land Use Attorney	TCH & Associates
Christie Barrero		Planner	Heidt Design
Pat Gassaway		Planner / Engineer	Heidt Design

Application/Matter Being Discussed (include name and public hearing date, if known):
Plazewski MPUD (VOPH)

County Staff Contact Person For Application: Ernie Monaco

Specific Topics/Issues Being Discussed. Check all that apply:

✓	Traffic/access/transportation mitigation		Noise/odor
✓	Environmental/wetlands	✓	Aesthetics/landscaping
✓	Compatibility of uses	✓	Legal
✓	Density/intensity		Schools
	Economic		Parks
	Utilities		Libraries
✓	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

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0000178803-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco } ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: PDD21-074** was published in **Tampa Bay Times: 9/ 1/21** in said newspaper in the issues of **Baylink Pasco**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **09/01/2021**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

NOTICE OF CHANGE TO PUBLIC HEARING DATE & NOTICE OF PUBLIC HEARINGS ON REZONINGS FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Villages of Pasadena Hills Stewardship District Planning & Policy Committee public hearings for development applications to be held on Wednesday, September 22, 2021, will now be held on Wednesday, September 29, 2021, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm.

PUBLIC NOTICE is hereby given that the Villages of Pasadena Hills Stewardship District Planning & Policy Committee will hold public hearings on Wednesday, September 29, 2021, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm, and that the Pasco County Board of County Commissioners will hold a public hearing on Tuesday, November 9, 2021, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm to consider applications for rezoning pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Maconi-Pashley MPUD (#7517) petition for a rezoning from an A-C Agricultural District to a MPUD Master Planned Unit Development District for a parcel located on the south side of Prospect Road, approximately a quarter mile east of Handcart Road (aka 18-25-21-0000-01100-0000).

2. Walter T & Ruth A Plazewski/Plazewski MPUD-VOPH (#7564) petition for a rezoning from an A-R Agricultural-Residential District and an AR-5 Agricultural-Residential District to a MPUD Master Planned Unit Development District for a parcel located on the south side of Tyndall Road, approximately 2000 feet east of Curley Road (aka 23-25-20-0000-00100-0000).

Information concerning applications will be on file and available for examination by appointment only in the office of the Pasco County Planning and Development Department, West Pasco Government Center, 8731 Citizens Drive, Suite 360, New Port Richey, Florida 34654, or anytime on the Pasco County Website at www.pascocountyfl.net/260/Planning-Development; click on the Pasco Planning Portal. To make an appointment or for further information, you may call 727-847-8142. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit https://www.pascocountyfl.net/4179/Public-Comment-Options.

Any person desiring to appeal any decision made by the Planning Commission or the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. For meetings, persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14326 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Board of County Commissioners Agenda, please visit https://www.pascocountyfl.net/6/Pasco-Agendas-and-Minutes.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

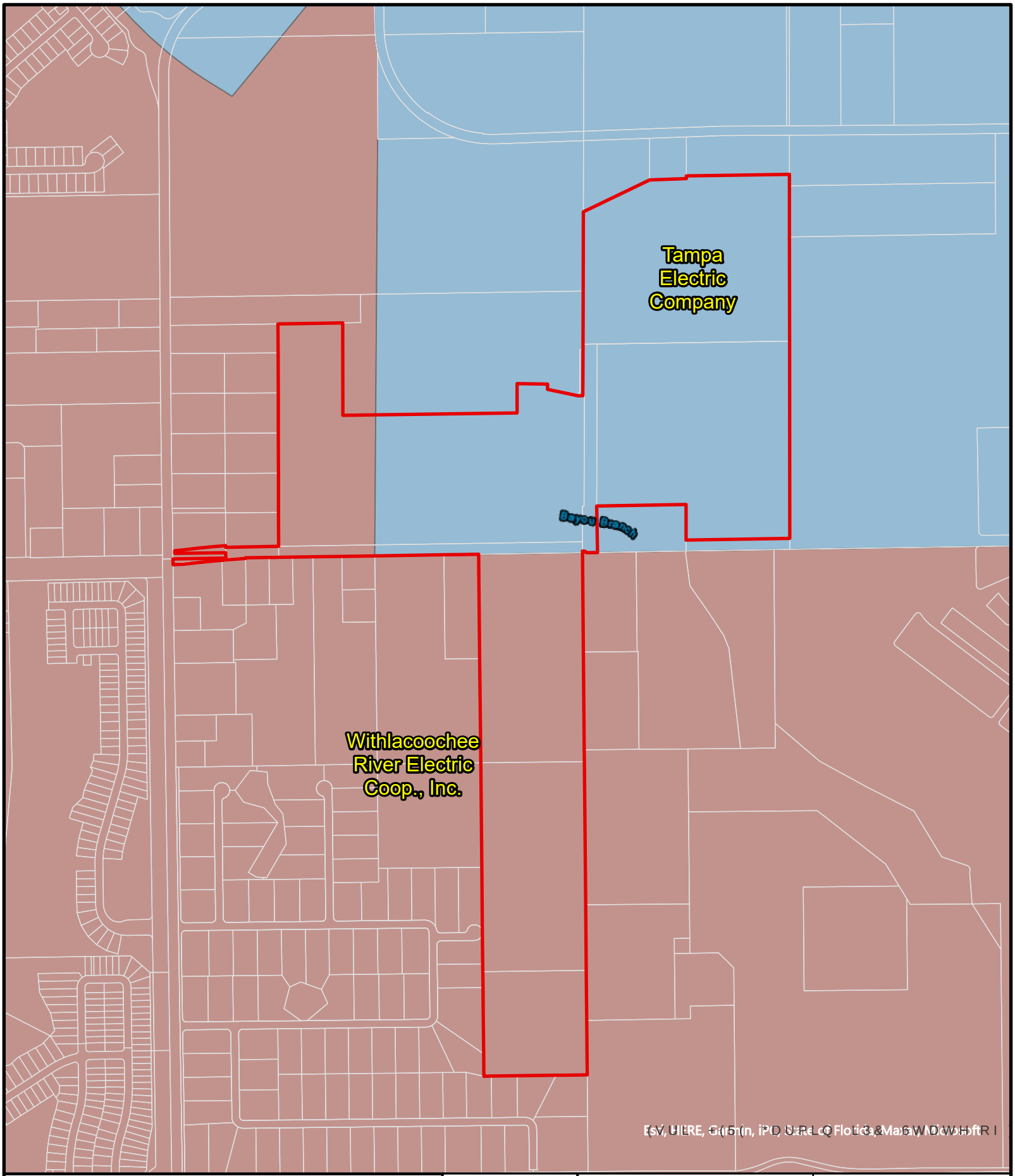
PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDD21-074

September 1, 2021 0000178803

JEAN M. MITOTES
MY COMMISSION # GG 980397
EXPIRES: July 6, 2024
Bonded Thru Notary Public Underwriters

APPENDIX 7

Electric Service Area



/HJHQG

- 3URSRVHG &'' %RXQGDU\
- 3DVFR &RXQW\ 3DUFHOV
- (OHFWULF 6HUYLFH $UHDV
  - 7DPSD (OHFWULF &RPSDQ\
  - :LWKODFRRFKHH 5LYHU (OHFWULF &RRS ,QF

Project: Acacia Fields CDD District

Figure: Utilities Within CDD Boundary

Map Prepared By: Kayla Harrell

0 0.1 0.2 Miles

TAMPA CIVIL

Tab 3

Rizzetta & Company

Acacia Fields
Community Development District

Master Special Assessment
Allocation Report

3434 Colwell Avenue
Suite 200
Tampa, FL 33614
www.rizzetta.com

July 8, 2025

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I. INTRODUCTION

This Master Special Assessment Allocation Report (the "Report") is being presented in anticipation of financing a capital improvement program by the Acacia Fields Community Development District ("**District**"), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District's infrastructure project.

The District plans to issue bonds in one or more series to fund all or a portion of the capital improvement program, also known as the CIP. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated on the assessable lands that will receive special benefit from the CIP. Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

II. DEFINED TERMS

"Capital Improvement Program" (or "**CIP**") - Construction and/or acquisition of public infrastructure planned for the District, as specified in the Engineer's Report (defined herein).

"Developer" – Lennar Homes, LLC.

"District" – Acacia Fields Community Development District.

"District Engineer" – Tampa Civil Design, P.L.

"**Engineer's Report" -** That certain *Master District Engineer's Report* dated July 7, 2025.

"Equivalent Assessment Unit" – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's CIP on a particular land use, relative to other land uses.

"Maximum Assessments" – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

"Platted Units" – Lands configured into their intended end-use and subject to a recorded plat.

"Unplatted Parcels" – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

III. District Information

The District was established by the Board of County Commissioners of Pasco County, Florida on June 3, 2025, pursuant to Ordinance No. 25-30, which was effective as of June 4, 2025.

The District encompasses approximately 124.956 +/- acres and is located entirely within Pasco County, Florida. The District is generally located south of Prospect Road, east of Curley Road and along the lengths of Tyndall Road and Wirt Road. The current development plan for the District includes approximately two hundred and eight (208) residential units. Table 1 illustrates the District's preliminary development plan.

IV. Capital Improvement Program

The District's CIP includes, but is not limited to, offsite/dedicated improvements, roadways, stormwater management system, sanitary sewer collection system, water distribution system, landscape, irrigation, grading, recreational/amenity facilities, professional services, and contingencies. The total CIP is estimated to cost $43,921,622 as shown in Table 2. It is expected that the District will issue bonds in one or more series to fund all or a portion of the CIP, with the balance funded by the Developer, or other sources.

V. Master Assessment Allocation – Maximum Assessments

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the District. Special benefits act as a logical connection to property from the improvement system and facilities being constructed. These special benefits are peculiar to lands within the District and differ in nature to those general or incidental benefits that landowners outside the District or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

A. Benefit Analysis

Improvements undertaken by the District, as more clearly described in the Engineer's Report, create both special benefits and general benefits. The general benefits inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the boundaries of the District, or more precisely defined as the land uses which specifically receive special benefit from the CIP as described in this Report.

It is anticipated that the CIP will provide special benefit to the development areas within the District. The components of the CIP are a District-wide system of improvements and are designed specifically to facilitate the development of District properties into a viable community, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the District.

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the special assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the special assessments as long as the manner in which the board allocates the special assessments is fairly and reasonably determined.

Section 170.201, *Florida Statutes*, states that the governing body of a municipality may apportion costs of such special assessments based on:

(a) The front or square footage of each parcel of land; or
(b) An alternative methodology, so long as the amount of the special assessment for each parcel of land is not in excess of the proportional benefits as compared to other special assessments on other parcels of land.

Table 3 demonstrates the allocation of the estimated costs allocated to the various planned unit types. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use and front footage. These EAU factors, which utilize a 50' lot frontage as the standard lot size, are provided on Table 3. As described further herein, and based in part on the report of the District Engineer, it is our professional opinion that the Maximum Assessments are supported by sufficient benefit from the CIP, and that the Maximum Assessments are fairly and reasonably allocated to all assessable properties subject to the Maximum Assessments.

B. Anticipated Bond Issuance

As described above, it is expected that the District will issue bonds in one or more series to fund all or a portion of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District. The District reserves the right the create distinct assessment areas.

A maximum bond sizing has been provided on Table 4. These maximum bond amounts have been calculated using conservative financing assumptions provided by the District's underwriter and represents a scenario in which the entirety of the CIP is

funded with bond proceeds. Please note that Table 4 represents the District's maximum total issuances for the total CIP, as defined by the District Engineer. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in amounts lower than the maximum amounts, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities and structures up to the maximum principal amounts. Table 6 represents the Maximum Assessments necessary to support repayment of the maximum bonds.

C. Maximum Assessment Methodology

Initially, the District may impose master Maximum Assessment liens based on the maximum benefit conferred on the parcels within the District based on the scope of work identified within the CIP. Accordingly, Table 6 reflects the Maximum Assessments per Platted Unit. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds is not expected to exceed the amounts on Table 6. It is expected that the standard long-term special assessments borne by property owners will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

Presently, all of the lands subject to the Maximum Assessments are Unplatted Parcels. It is anticipated that assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units on a first platted first assigned basis at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event that developable lands that derive benefit from the CIP are added to the District boundaries, whether by boundary amendment or increase in density, Maximum Assessments may be allocated to such lands, pursuant to the methodology described herein.

VI. TRUE-UP PAYMENTS

This Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the District ("**Property**"), and also establishes an initial assessment per acre amount for the unplatted portions of the Property. As set forth herein, the maximum annual assessment per acre levied on the Property is **$40,729** inclusive of estimated county collection costs and discounts (as adjusted in connection with the issuance of any particular bond series and as set forth in a supplemental assessment methodology report) ("**Original Debt per Acre Amount**"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat is consistent with the development plan as identified herein, and the debt assessments per acre on the "**Remaining Unplatted Lands**" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) are equal to the Original Debt per Acre Amount after the Proposed Plat, then the District shall allocate the assessments to the product types being platted and the remaining property in accordance with this Report.

b. If a Proposed Plat results in a decrease in the assessments per acre on the Remaining Unplatted Lands as compared to the Original Debt per Acre Amount after the Proposed Plat, then the District may undertake a pro rata reduction of assessments, or may otherwise address such decrease as allowed by law.

c. If a Proposed Plat results in an increase in the assessments per acre on the Remaining Unplatted Lands as compared to the Original Debt per Acre Amount after the Proposed Plat, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between the assessments per acre on the Remaining Unplatted Lands and the Original Debt per Acre Amount, plus applicable interest and collection costs.

In considering whether to require a True-Up Payment, the District shall consider what amount of EAUs (and thus special assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account the Proposed Plat, and by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its reasonable discretion, and such decision may require that the developer provide additional information. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient special assessments to pay debt service on the District's applicable bonds outstanding, and the District will conduct new proceedings under Chapter 170, *Florida Statutes* upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bonds as set forth in the relevant assessment proceedings.

All special assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated

special assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats. Further, this true-up process may be applied to individual assessment areas, if established by the District through a supplemental assessment report and resolution.

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

VII. FURTHER CONSIDERATIONS

New Product Types. Generally stated, the special assessments set forth in **Table 6** have been established based on an assessment value for the anticipated product types. However, additional product types may be developed, and, in such an event, the District's Assessment Consultant may determine special assessments for the product types derived from the underlying assessment values set forth in **Table 6**, and without a further public hearing by the District.

Common Areas. All amenities and common areas not owned by the District and within the District will be owned and operated by a homeowners'/property owners' association(s) for the benefit of the District landowners and are considered a common element for the exclusive benefit of residents and landowners. Accordingly, any benefit from the amenities and common areas flows directly to the benefit of all land within the District, and no special assessments will be assigned to such areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the special assessments without specific consent thereto. If at any time, any real property on which special assessments are imposed, proposed to be sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid special assessments for such tax parcel shall become due and payable immediately prior to such transfer.

Third Party Transfers. In the event an unplatted parcel is sold to a third party not affiliated with the Developer, the special assessments will be assigned to that unplatted parcel based on the total number of planned units reasonably assigned by the Developer to that unplatted parcel. The owner of that unplatted parcel will be responsible for the total assessments applicable to the unplatted parcel, regardless of the total number of planned units ultimately platted. These total assessments are fixed to the unplatted parcel at the time of sale.

Contributions. As set forth in any supplemental report, and subject to an appropriate agreement with the District, the Developer may opt to "buy down" the special assessments on particular product types and/or lands using a contribution of cash, infrastructure, work product or land (at appraised value), or other consideration, and in order for the special assessments to reach certain target levels. Note that any "true-up," as described herein, shall require a payment to satisfy "true-up" obligations as well as additional

contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down special assessments will not be eligible for payment from any bond proceeds.

VIII. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, including the District Engineer, District underwriter and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

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

EXHIBIT A:

MASTER ALLOCATION METHODOLOGY

ACACIA FIELDS

COMMUNITY DEVELOPMENT DISTRICT

MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

TABLE 1: PRELIMINARY DEVELOPMENT PLAN

PRODUCT	AVG. FF LOT SIZE	EAU	TOTAL UNITS
Single Family 40'	40	0.80	62
Single Family 50'	50	1.00	146
		TOTAL	**208**

Preliminary Development Plan provided by the Developer and is subject to change.

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Professionals in Community Management

ACACIA FIELDS
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

TABLE 2: TOTAL CIP COST DETAIL

DESCRIPTION		TOTAL ESTIMATED COSTS
Offsite / Dedicated Improvements	$	8,304,483
Roadways	$	3,456,231
Stormwater Management System	$	3,694,766
Sanitary Sewer Collection System	$	2,216,993
Water Distribution System	$	1,513,696
Landscaping / Irrigation / Grading	$	5,650,370
Recreational / Amenity Facilities	$	3,500,000
Professional Services	$	4,250,477
Material Increase and Market Volitility	$	5,667,303
Contingency	$	5,667,303
Total CIP Construction Costs	**$**	**43,921,622**

NOTE: Infrastructure cost estimates provided by the District Engineer.

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MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

TABLE 3: TOTAL CIP COST/BENEFIT ALLOCATION

PRODUCTS	EAU FACTOR	UNITS	TOTAL EAU's	% of EAU's	TOTAL COST	PER UNIT COST
Single Family 40'	0.80	62	50	25%	$11,137,589	$179,639
Single Family 50'	1.00	146	146	75%	$32,784,033	$224,548
		208	**196**	**100%**	**$43,921,622**	

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COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS

Estimated Coupon Rate	7.5%
Maximum Annual Debt Service ("MADS")	$4,783,925
SOURCES:	
MAXIMUM PRINCIPAL AMOUNT	**$56,500,000**
Total Net Proceeds	$56,500,000
USES:	
Construction Account	($43,921,622)
Debt Service Reserve Fund	($4,783,925)
Capitalized Interest	($6,356,250)
Costs of Issuance	($308,203)
Underwriter's Discount	($1,130,000)
Total Uses	($56,500,000)

TABLE 5: FINANCING INFORMATION - MAXIMUM ASSESSMENTS

Estimated Interest Rate		7.5%	
Maximum Initial Principal Amount		**$56,500,000**	
Aggregate Annual Installment		$4,783,925	(1)
Estimated County Collection Costs	2.00%	$101,786	(2)
Maximum Early Payment Discounts	4.00%	$203,571	(2)
Estimated Total Annual Installment		$5,089,282	

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

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COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS (1)

PRODUCT	UNITS	EAU FACTOR	TOTAL EAU'S	% of EAU's	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. (2)(3)	PER UNIT ANNUAL INSTLMT. (3)
Single Family 40'	62	0.80	50	25%	$14,327,198	$231,084	$1,290,534	$20,815
Single Family 50'	146	1.00	146	75%	$42,172,802	$288,855	$3,798,748	$26,019
TOTAL	**208**		**196**	**100%**	**$56,500,000**		**$5,089,282**	

(1) Represents maximum assessments for the District and allocated by EAU.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate.

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ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

MAXIMUM ASSESSMENT LIEN ROLL

PARCEL ID NO.	LU	MAXIMUM PRINCIPAL	MAXIMUM ANNUAL INSTALLMENT
See Legal Description Attached	1 ACRE	$452,159	$40,729
TOTAL	**124.956 ACRES**	**$56,500,000**	**$5,089,282**

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LEGAL DESCRIPTION:

ACACIA FIELDS PHASE 1A

A SUBDIVISION OF LAND BEING A PORTION OF SECTIONS 13, 14, AND 23. TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA: THENCE N89°56' 14"W. ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION) FOR 1,940.93 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, NOO° 49' 19°E, FOR 10.21 FEET: THENCE $88°05'58"W, FOR 169.06 FEET: THENCE $85°45'25"W. FOR 58.77 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14: THENCE $89°56' 14'E. ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14 FOR 16.50 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, 500° 19'38"W. FOR 4.44 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE WESTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF S02° 15'02 E. HAVING A RADIUS OF 5,330.24 FEET. A CENTRAL ANGLE OF 01°36'55", AN ARC LENGTH OF 150.27 FEET, AND A CHORD BEARING $86°56'31 W. FOR 150.26 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE WESTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF 503°50'04 E. HAVING A RADIUS OF 5,330.27 FEET, A CENTRAL ANGLE OF 01°37'01", AN ARC LENGTH OF 150.42 FEET, AND A CHORD BEARING $85°21'26°W, FOR 150.42 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE: THENCE $84°32'55"W. FOR 94.80 FEET: THENCE S87°42' 15"W. FOR 70.04 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577). AS DESCRIBED IN OFFICIAL RECORDS BOOK 10719, PAGE 2882. OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA: THENCE NOO° 11'21 E. ALONG SAID EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577). AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 10719. PAGE 2882. AND THE EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577). AS DESCRIBED IN OFFICIAL RECORDS BOOK 10663, PAGE 457, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 36.95 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14: THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF CURLEY ROAD (COUNTY ROAD 577), AS DESCRIBED IN OFFICIAL RECORDS BOOK 10663. PAGE 457. 589°56' 14°E. ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, FOR 337.65 FEET: THENCE LEAVING SAID SOUTH LINE OF THE

SOUTHEAST 1/4 OF SECTION 14. NOO°33'07"E, FOR 35.00 FEET TO THE SOUTHEAST CORNER OF LOT I. SAME BEING THE SOUTHWEST CORNER OF LOT 2. BOTH ACCORDING TO THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4304. PAGE 1761. OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA: THENCE N89° 56' 14"W. ALONG THE SOUTH LINE OF SAID LOT I, FOR 325.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT I, SAME BEING THE POINT OF INTERSECTION WITH THE EAST LINE OF A PERPETUAL EASEMENT FOR RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4175, PAGE 1387, OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA: THENCE NOO° 11'21'E. ALONG THE WEST LINE OF SAID LOT 1. SAME BEING SAID EAST LINE OF A PERPETUAL EASEMENT FOR RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4175, PAGE 1387, FOR 17.82 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE LEAVING SAID WEST LINE OF LOT I, SAME BEING SAID EAST LINE OF A PERPETUAL EASEMENT FOR RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4175, PAGE 1387, EASTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF S04°01'24"E. HAVING A RADIUS OF 6,748.03 FEET, A CENTRAL ANGLE OF 00°30'02". AN ARC LENGTH OF 58.96 FEET, AND A CHORD BEARING N86° 13'37°E. FOR 58.96 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY: THENCE EASTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF S06°22'48°E, HAVING A RADIUS OF 5,421.24 FEET, A CENTRAL ANGLE OF 02°50'14". AN ARC LENGTH OF 268.45 FEET, AND A CHORD BEARING N85°02' 19°E, FOR 268.42 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT I, SAME BEING THE WEST LINE OF SAID LOT 2. SAME ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT LINE: THENCE S00°33'07 W. ALONG SAID EAST LINE OF LOT I. SAME BEING SAID WEST LINE OF LOT 2. FOR 11.59 FEET: THENCE LEAVING SAID EAST LINE OF LOT 1, N88°05'58 E. FOR 338.20 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION: THENCE NOO° 49' 19°E, ALONG SAID EAST LINE OF THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION AND THE NORTHERLY EXTENSION OF SAID EAST LINE OF THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION, RESPECTIVELY, FOR 1,404.83 FEET: THENCE LEAVING SAID NORTHERLY EXTENSION OF THE EAST LINE OF THE UNRECORDED PLAT OF MT. CURLEY ESTATES SUBDIVISION, S89°54'37°E, FOR 412.64 FEET: THENCE S00°45' 10"W. FOR 588.27 FEET: THENCE $89°53'49°E, FOR 320.56 FEET: THENCE $30°02'05 E. FOR 327.50 FEET: THENCE 587 10'49"E. FOR 169.94 FEET: THENCE $61°57' 14°E. FOR 30.70 FEET: THENCE $69°55'37"E, FOR 448.86 FEET: THENCE $58°55' 14"E. FOR 44.16 FEET: THENCE N86°22'48"E. FOR 243.06 FEET: THENCE $43° 50'51 E. FOR 155.44 FEET: THENCE S01°07'29 W. FOR 182.31 FEET: THENCE 588°52'31 E. FOR 26.86 FEET: THENCE SO1°06'20°W, FOR 23.90 FEET: THENCE $89°56'35°E. FOR 96.48 FEET:

THENCE 500°01'29 W. FOR 110.97 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA: THENCE N89°58'05"W. ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 FOR 71.43 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. NORTHWESTERLY ALONG THE ARC OF SAID CURVE. WITH A RADIAL BEARING OF $66°21'19°W, HAVING A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 66° 18'39". AN ARC LENGTH OF 19.67 FEET, AND A CHORD BEARING N56°48'00 W, FOR 18.60 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE: THENCE N89° 55'09"W, FOR 8.34 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. SAID BEING THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 14: THENCE SOI°05'25"W. ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. SAME BEING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14 FOR 10.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,581,891 SQUARE FEET OR 36.315 ACRES, MORE OR LESS.

ACACIA FIELDS PHASE 1B

A SUBDIVISION OF LAND BEING A PORTION OF SECTIONS 13 AND 14. TOWNSHIP 25 SOUTH, RANGE 20 EAST. PASCO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA: THENCE $8958 05''E. ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION). FOR 96.52 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, NOO 01 29''E. FOR 110.97 FEET TO THE POINT OF BEGINNING; THENCE N89°56'35°W, FOR 96.48 FEET; THENCE NO1°06'20°E, FOR 23.90 FEET; THENCE N88 52 51°W, FOR 26.86 FEET; THENCE NO1°07'29''E. FOR 182.31 FEET: THENCE N43°50'51"W. FOR 155.44 FEET: THENCE 586°22'48'W, FOR 243.06 FEET: THENCE N58°55'14''W, FOR 44.16 FEET: THENCE N69°55'57"W, FOR 448.86 FEET: THENCE N61°57' 14"W. FOR 30.70 FEET: THENCE N87 10'49"W. FOR 169.94 FEET: THENCE N30°02'05"W, FOR 327.50 FEET; THENCE $89°53'49''E, FOR 791.49 FEET; THENCE NOI 02 26''E, FOR 187.18 FEET; THENCE 587 59'49"E. FOR 194.69 FEET: THENCE 501 55'02"W, FOR 35.57 FEET: THENCE $77°03'41"E. FOR 199.06 FEET: THENCE N25°13'46"E. FOR 28.05 FEET: THENCE NO114'11"E. FOR

267.51 FEET: THENCE 388°26'53"E. FOR 18.66 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15: THENCE NO1 05 25°E, ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 35.91 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15: THENCE 589 67 68°E. ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. FOR 1,321.26 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE 500°57'02"W, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15. FOR 1,326.80 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE N89°58'05"W. ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 662.18 FEET: THENCE LEAVING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13. NOO 68'22"E. FOR 296.38 FEET: THENCE N8969'50"W. FOR 571.71 FEET: THENCE 500°01'29°W, FOR 185.07 FEET TO THE POINT OF BEGINNING

CONTAINING 2,100,957 SQUARE FEET OR 48.251 ACRES, MORE OR LESS.

TWINFLOWERS

THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°24'32" WEST, 2,657.50 FEET ALONG THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°51'06" WEST, 661.41 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 00°22'39" EAST, 2,656.50 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 89°56'14" EAST, 662.87 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING.

SAID DESCRIBED LANDS CONTAINING 40.39 ACRES.

Tab 4

RESOLUTION NO. 2025-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $ 56,500,000 AGGREGATE PRINCIPAL AMOUNT OF ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES, TO PAY ALL OR A PORTION OF THE DESIGN, ACQUISITION, CONSTRUCTION COSTS OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, STORMWATER MANAGEMENT AND CONTROL FACILITIES, INCLUDING, BUT NOT LIMITED TO, RELATED EARTHWORK AND ANY CONVEYANCE OF LANDS RELATING THERETO; ROADWAY IMPROVEMENTS AND ANY IMPACT FEES; WATER AND WASTEWATER SYSTEMS, INCLUDING ANY CONNECTION CHARGES, THE INCREMENTAL COST OF UNDERGROUNDING ELECTRIC UTILITIES; LANDSCAPING, HARDSCAPING AND IRRIGATION IN PUBLIC RIGHTS-OF-WAY, ENTRANCE FEATURES; ANY PUBLIC AMENITIES, ANY ENVIRONMENTAL AND WILDLIFE MITIGATION, AND ALL RELATED SOFT AND INCIDENTAL COSTS (COLLECTIVELY, THE "PROJECT"), PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO SERVE AS TRUSTEE; APPROVING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE AND A SUPPLEMENTAL TRUST INDENTURE IN SUBSTANTIALLY THE FORMS ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), PASCO COUNTY, FLORIDA, OR OF THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Acacia Fields Community Development District (the "District"), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 25-30 of the Board of County Commissioners of Pasco County, Florida, enacted on June 3, 2025 and becoming effective on June 4, 2025;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition, construction costs of certain public infrastructure

improvements to be located in or to benefit of developable lands within the District including, but not limited to, stormwater management and control facilities, including, but not limited to, related earthwork and any conveyance of lands relating thereto; roadway improvements; water and wastewater systems, including connection charges, the incremental cost of undergrounding electric utilities, irrigation and landscaping and hardscaping in public rights-of-way; entrance features; any public amenities, any environmental and wildlife mitigation and related soft and incidental costs, pursuant to the Act (collectively, the "Project"), all as set forth in **Schedule "I"** hereto;

WHEREAS, the District desires to authorize the issuance of not to exceed $56,500,000 aggregate principal amount of its Acacia Fields Community Development District Special Assessment Bonds, in one or more series (collectively, the "Bonds"), in order to pay all or a portion of the design, acquisition and construction costs of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the public infrastructure improvements on District lands and certain adjacent lands the improvement of which will specially benefit certain District lands known as Acacia Fields;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by Acacia Fields Community Development District, as follows:

Section 1. **Authorization of Bonds**. The District hereby authorizes the issuance of not to exceed $56,500,000 aggregate principal amount of the Bonds in one or more series to (i) finance all or a portion of the costs of the Project; (ii) fund debt service reserve accounts for each series of bonds so issued; and (iii) pay the costs of issuing the Bonds. Pursuant to Section 190.016(1) of the Act, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 2. **Certain Details of the Bonds.** The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), Pasco County, Florida (the "County"), or of the State of Florida (the "State"), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price of the Project or sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed $56,500,000 unless this Resolution is amended prior to the validation of the Bonds authorized herein;

(ii) be issued in fully registered form in a minimum principal denomination of $5,000 and any integral multiple of $5,000 in excess thereof, except as otherwise provided in the herein defined Indenture;

(iii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in one or more resolutions adopted by the District prior to the issuance and delivery of the Bonds of any series;

(iv) the Bonds of each series shall be payable in not more than 30 annual installments of principal; and

(v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds of any series. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of which is set out as composite **Exhibit "A"** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings and the adoption of resolutions in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 3. Designation of Attesting Members. Each Assistant Secretary of the Board of Supervisors (the "Board") of the District (each individually a "Designated Member") and the Secretary, or any other appointed Assistant Secretary, are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 4. Authorization of Execution and Delivery of Master Trust Indenture and Supplemental Trust Indenture. The District does hereby authorize and approve the execution by the Chairperson or Vice Chairperson and any Designated Member and the delivery of a Master Trust Indenture and a Supplemental Trust Indenture (collectively, the "Indenture") for the Bonds, each between the District and the Trustee named in Section 6 of this Resolution. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the forms thereof attached hereto and marked composite **Exhibit "A"** and hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

Section 5. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be delivered in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

Section 6. Appointment of Trustee. The District hereby appoints U.S. Bank Trust Company, National Association to act as trustee under the Indenture (the "Trustee"). The Trustee shall also serve as the Paying Agent and Registrar under the Indenture.

Section 7. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Sixth Judicial Circuit of Florida, in and for Pasco County, Florida, for validation and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairperson, Vice Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District and the District's underwriter are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 8. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Vice Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any funding agreements, acquisition agreements, true-up agreements and/or completion agreements with the Developer (as such term is defined in the Indenture), and investment agreements relating to the investment of the proceeds of the Bonds and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the

documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 9. **Bond Anticipation Notes**. The District may, if it determines it to be in its best financial interest, issue Bond Anticipation Notes ("BANs") in order to temporarily finance the costs of all or a portion of the Project. The District shall by proper proceedings authorize the issuance and establish the details of such BANs pursuant to the provisions of Section 190.014, Florida Statutes, as amended other applicable provisions of laws.

Section 10. **Subsequent Resolution(s) Required.** Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series of Bonds, fixing the details of such series of Bonds remaining to be specified or delegating to the Chairperson, the Vice Chairperson or a Designated Member the authority to fix such details.

Section 11. **Severability.** If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. **Effective Date.** This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of Acacia Fields Community Development District, this 8th day of July, 2025.

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: Chairperson/Vice Chairperson
Board of Supervisors

By: _____
Name: _____
Title: Secretary, Board of Supervisors

SCHEDULE I

DESCRIPTION OF THE PROJECT

The Project includes, but is not limited to, the following improvements:

Stormwater management and control facilities, including, but not limited to, related earthwork and drainage;
Roadway improvements, including any impact fees;
Water and wastewater facilities, including any connection fees;
Offsite roadway improvements;
Landscaping, irrigation and hardscape in public rights-of-way;
Incremental cost of undergrounding electric utilities;
Environmental and wildlife mitigation (on-site);
Public amenities; and
All related soft and incidental costs.

EXHIBIT A

FORM OF MASTER TRUST INDENTURE
AND
SUPPLEMENTAL TRUST INDENTURE

712360251v2

EXHIBIT A

FORM OF MASTER TRUST INDENTURE
AND
SUPPLEMENTAL TRUST INDENTURE

712360251v2

MASTER TRUST INDENTURE

---

between

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

As Trustee

Dated as of _____ 1, 2025

---

relating to

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT BONDS

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EXHIBIT A - LEGAL DESCRIPTION OF ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
EXHIBIT B - DESCRIPTION OF THE PROJECT
EXHIBIT C - FORM OF BOND
EXHIBIT D - FORM OF REQUISITION

THIS MASTER TRUST INDENTURE, dated as of _____ 1, 2025 (the "Master Indenture"), by and between ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT (together with its permitted successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida (said national banking association and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created pursuant to Ordinance No. 25-30, enacted by the Board of County Commissioners of Pasco County, Florida, on June 3, 2025 and becoming effective on June 4, 2025, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises governed by the Issuer (as further described in Exhibit A hereto, the "District" or "District Lands") currently consist of approximately 115.146 acres of land located entirely within the unincorporated area of Pasco County, Florida (the "County"); and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B hereto, the "Project"); and

WHEREAS, the Issuer proposes to finance the cost of acquisition and construction of the Project by the issuance of one or more series of Bonds pursuant to this Master Indenture;

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH, that to provide for the issuance of Bonds (as hereinafter defined) under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures (as hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued

hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I
DEFINITIONS

In this Master Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meaning throughout this Master Indenture and all Supplemental Indentures, and in addition, the following terms shall have the meanings specified below:

"Account" shall mean any account established pursuant to this Master Indenture and all Supplemental Indentures.

"Acquisition Agreement" shall mean one or more improvement acquisition agreements between the Issuer and the Developer, pursuant to which the Developer agrees to provide, design, construct and sell to the Issuer, and the Issuer agrees to purchase from the Developer, all or a portion of a Project.

"Acquisition and Construction Fund" shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

"Act" shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

"Ancillary Agreements" shall mean the Acquisition Agreement, true-up agreements, completion agreements, collateral assignment of Developer rights, funding agreements and any other agreements of the Developer in favor of the Issuer and/or the Trustee for the benefit of the Bondholders relating to a Project and the payment of a Series of Bonds.

"Annual Budget" shall mean the Issuer's budget of current operating and maintenance expenses for a Project for a Fiscal Year, as the same may be amended from time to time, adopted in accordance with the provisions hereof.

"Arbitrage Certificate" shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.

"Assessment Areas" shall mean distinct areas within the District Lands identified by the Developer that will be developed by the Developer in phases. The Issuer reserves the right to impose separate Special Assessments on each separate Assessment Area that may be created.

"Authorized Denomination" shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds, a denomination of $5,000 and integral multiples of $5,000 in excess thereof.

"Authorized Newspaper" shall mean a newspaper printed in English and customarily published at least once a day at least five (5) days a week and generally circulated in New York, New York, or such other cities as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

"Beneficial Owner" shall mean the actual owner of Bonds while the Bonds are registered in the name of Cede & Co., as the nominee of DTC. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken hereunder or under a Supplemental Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

"Board" shall mean the Board of Supervisors of the Issuer.

"Bond Counsel" shall mean Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

"Bond Redemption Fund" shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

"Bond Register" shall have the meaning specified in Section 2.04 of this Master Indenture.

"Bondholder," "Holder of Bonds," "Holder," "Bondowner," "Registered Owner" or "Owner" or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

"Bonds" shall mean the Acacia Fields Community Development District Special Assessment Bonds, issued in one or more Series pursuant to the provisions of this Master Indenture and Bonds subsequently issued to refund all or a portion of such aforementioned Bonds. If the Issuer determines to issue bond anticipation notes to be secured in whole or in part by a lien on the net proceeds of Bonds to be issued under this Master Indenture, the term "Bonds" shall apply to such short-term notes but only to the extent the Supplemental Indenture relating to such bond anticipation notes so provides.

"Business Day" shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the office of the Issuer, or corporate office of the Trustee, the Registrar or any Paying Agent is closed, or a day on which the New York Stock Exchange is closed.

"Certified Public Accountant" shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

"Certified Resolution" or "Certified Resolution of the Issuer" shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable United States Treasury Department regulations promulgated thereunder.

"Completion Date" shall have the meaning given to such term in Section 5.01 of this Master Indenture.

"Consultant" shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to municipal entities and having a favorable reputation for skill and experience in the financial affairs of municipal or special district entities.

"Consultant's Certificate" shall mean a certificate or a report prepared in accordance with then applicable professional standards duly executed by a Consultant.

"Consulting Engineer" shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.21 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

"Continuing Disclosure Agreement" shall mean a Continuing Disclosure Agreement, by and among the Issuer, the dissemination agent named therein and the Developer, and any other obligated party under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

"Cost" or "Costs," in connection with a Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

(a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of the Project;

(b) cost of surveys, estimates, plans, and specifications;

(c) cost of improvements;

(d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;

(e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);

(f) cost of all lands, properties, rights, easements, and franchises acquired;

(g) financing charges;

(h) creation of initial reserve and debt service funds;

(i) working capital;

(j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;

(k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;

(l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;

(m) the discount, if any, on the sale or exchange of Bonds;

(n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

(o) costs of prior improvements performed by the Issuer in anticipation of the Project;

(p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;

(q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;

(s) administrative expenses;

(t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;

(u) expenses of Project management and supervision;

(v) costs of effecting compliance with any and all governmental permits relating to the Project;

(w) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Project or to the financing thereof; and

(x) any other "cost" or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, "Cost" includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

"Counsel" shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Trustee.

"County" shall mean Pasco County, Florida.

"Credit Facility" shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Board.

"Credit Facility Agreement" shall mean any agreement pursuant to which a Credit Facility Issuer issues a Credit Facility.

"Credit Facility Issuer" shall mean the issuer or guarantor of any Credit Facility.

"Debt Service Fund" shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

"Debt Service Requirements," with reference to a specified period, shall mean:

(a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under this Master Indenture and any Supplemental Indentures; and

(b) amounts required to be paid into any mandatory Sinking Fund Account with respect to the Bonds during such period; and

(c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any Sinking Fund Account.

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the

applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 10.00% per annum.

"Debt Service Reserve Fund" shall mean the Fund so designated which is established pursuant to Section 6.05 hereof.

"Debt Service Reserve Requirement" shall mean, for each Series of Bonds, unless a different requirement shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

"Defeasance Securities" shall mean, to the extent permitted by law, (a) cash, or (b) non-callable Government Obligations.

"Developer" shall mean the entities identified to the Issuer, as the master developers of all or a portion of the District Lands and any affiliates or any other entities which succeed to all or any part of the interests and assumes any or all of the responsibilities of such entities, as the master developer of all or a portion of the District Lands.

"Developer Funding Agreement" shall mean, if applicable, one or more developer capital funding agreements between the Issuer and the Developer, pursuant to which the Developer agrees to advance moneys, from time to time, to the Issuer for deposit into the appropriate Account of the Acquisition and Construction Fund, so that there are sufficient moneys on deposit therein (taking into account proceeds from the applicable Series of Bonds) to complete a Project.

"District Lands" or "District" shall mean the premises governed by the Issuer, consisting of approximately 115.146 acres of land located entirely within the unincorporated area of the County, as more fully described in Exhibit A hereto.

"District Manager" shall mean the then District Manager or acting District Manager of the Issuer.

"Electronic Means" shall mean telecopy, facsimile transmission, email transmission or other similar Electronic Means of communicating providing evidence of transmission.

"Event of Default" shall mean any of the events described in Section 10.02 hereof.

"Fiscal Year" shall mean the period of twelve (12) months beginning October 1 of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

"Fitch" shall mean Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall be dissolved or

liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Fund" shall mean any fund established pursuant to this Master Indenture.

"Generally Accepted Accounting Principles" shall mean those accounting principles applicable in the preparation of financial statements of municipalities.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" shall mean, with respect to any Series of Bonds, this Master Indenture as supplemented by the Supplemental Indenture pursuant to which such Series of Bonds is issued.

"Independent" shall mean a Person who is not a member of the Issuer's Board, an officer or employee of the Issuer or Developer, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer's Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer or Developer shall not make such Person an employee within the meaning of this definition.

"Interest Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Interest Payment Date" shall mean, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, each May 1 and November 1 commencing on the date specified in the Certified Resolution of the Issuer or in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

"Investment Securities" shall mean and include any of the following securities:

(i) Government Obligations;

(ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation, or other similar governmental sponsored entities.

(iii) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation by Moody's and S & P; and

(iv) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;

(v) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by both Moody's and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(vi) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation);

(vii) negotiable or non-negotiable certificates of deposit, savings accounts, deposit accounts, money market deposits or banking arrangements issued by or with any financial institution subject to state or federal regulation provided that the full principal amount is insured by the Federal Deposit Insurance Corporation ("FDIC") (including the FDIC's Savings Association Insurance Fund), including the Trustee or its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase in one of the three highest short-term Rating Categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency and which mature not more than 360 days after the date of purchase; and

(viii) other investments permitted by Florida law and directed by the Issuer.

Under all circumstances, the Trustee shall be entitled to conclusively rely upon as accurate any investment directed by the Issuer is permitted under the Indenture and is a legal investment for funds of the Issuer.

"Issuer" shall mean the Acacia Fields Community Development District.

"Major Non-Recurring Expense" shall mean the cost of major replacement or reconstruction of the Project, or any part thereof, the cost of major repairs, renewals or replacements, the provision of a reserve for the payment of insurance premiums not due on an annual or more frequent basis, and the cost of studies, surveys, estimates and investigations in connection with any of the foregoing.

"Majority Holders" shall mean the Beneficial Owners of more than fifty percent (50%) of the outstanding principal amount of the applicable Series of Outstanding Bonds.

"Master Indenture" shall mean, this Master Trust Indenture dated as of _____ 1, 2025 by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Officers' Certificate" or "Officer's Certificate" shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

"Outstanding," in connection with a Series of Bonds, shall mean, as of the time in question, all Bonds of such Series authenticated and delivered under the Indenture, except:

(a) all Bonds theretofore cancelled or required to be cancelled under Section 2.07 hereof;

(b) Bonds for the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XIV hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds of such Series which are known by the Trustee to be held by or on behalf of the Issuer shall be disregarded for the purpose of any such determination, unless all of the Bonds of such Series are held by or on behalf of the Issuer; provided, however, this provision does not affect the right of the Trustee to deal in Bonds as set forth in Section 11.09 hereof.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Paying Agent" shall mean initially, U.S. Bank Trust Company, National Association and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

"Pledged Revenues" shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the District Lands with respect to a Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture allocated to such Series of Bonds; provided, however, that Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this proviso).

"Prepayment" shall mean the payment by any owner of Property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date. A landowner may make a Prepayment in kind pursuant to the provisions of Section 9.08 hereof.

"Principal Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Project" shall mean with respect to any Series of Bonds, the design, acquisition, construction equipping and/or improvement of certain public infrastructure consisting of, but not limited to, sanitary sewer systems, water distribution systems, storm water management facilities; reclaimed water facilities; recreational facilities; roadway improvements; irrigation landscaping including entrance features; acquisition of certain interests in lands and related incidental costs, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that the Project shall specially benefit all of the District Lands on which Special Assessments to secure such Series of Bonds have been levied.

"Project Documents" shall mean all permits, drawings, plans and specifications, contracts and other instruments and rights relating to a Project and a development assigned by the Developer to the Issuer pursuant to a collateral assignment.

"Property Appraiser" shall mean the property appraiser of the County.

"Property Appraiser and Tax Collector Agreement" shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

"Rebate Fund" shall mean the Fund so designated, which is established pursuant to Section 6.11 of this Master Indenture.

"Record Date" shall mean, as the case may be, the applicable Regular or Special Record Date.

"Redemption Price" shall mean the principal amount of any Bond of a Series plus the applicable premium, if any, payable upon redemption thereof pursuant to the Indenture.

"Registrar" shall mean initially U.S. Bank Trust Company, National Association, which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date, unless provided otherwise in any Supplemental Indenture.

"Regulatory Body" shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the County, and (d) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

"Responsible Officer" shall mean any member of the Board or any other officer of the Issuer, including the Secretary or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter.

"Revenue Fund" shall mean the Fund so designated which is established pursuant to Section 6.03 hereof.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean S&P Global Ratings, a division of S&P Global Inc., and its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Series" shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the Issuer authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the Issuer upon original issuance. Two or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but

under this Master Indenture. As may be provided by subsequent proceedings of the Issuer, one or more Series of Bonds or sub-Series Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

"Sinking Fund Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Special Assessments" shall mean (a) the net proceeds derived from the levy and collection of "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof or against one or more identified Assessment Areas, if applicable, and (b) the net proceeds derived from the levy and collection of "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act.

"Special Record Date" shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.

"State" shall mean the State of Florida.

"Supplemental Indenture" and "indenture supplemental hereto" shall mean any indenture amending or supplementing this Master Indenture which may be entered into in accordance with the provisions of this Master Indenture.

"Tax Collector" shall mean the tax collector of the County.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Bond), refer to the entire Master Indenture.

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

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

[END OF ARTICLE I]

ARTICLE II
THE BONDS

SECTION 2.01. Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as "Acacia Fields Community Development District Special Assessment Bonds, Series [to be designated]" (the "Bonds"). The total principal amount of Bonds that may be issued and Outstanding under this Master Indenture shall not be limited, but shall be subject to any conditions set forth in a Supplemental Indenture and Florida law. The Bonds shall be issued in Authorized Denominations and within each Series shall be numbered consecutively from R-1 and upwards in each Series and in substantially the form attached hereto as Exhibit C, with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or as otherwise provided in a Supplemental Indenture. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer's request, authenticate such Bonds and deliver them as specified in such request. If the Issuer should change its name, no amendment shall be required to be made to this Master Indenture, any Supplemental Indenture or Bonds issued thereunder.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special

Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his or her address as it appears in the Bond Register. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds and shall also be authorized to authenticate the Bonds.

SECTION 2.02. Execution. The Bonds shall be executed by the manual or facsimile signature of the Chairperson or Vice Chairperson of the Issuer, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

SECTION 2.03. Authentication. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created. The Trustee shall at all times serve as Authentication Agent and shall be authorized to authenticate the Bonds.

SECTION 2.04. Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the "Bond Register" or "Register") in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept. The Bond Registrar shall initially be kept at the Trustee's corporate trust office in Orlando, Florida.

SECTION 2.05. Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the Issuer and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Master Indenture and applicable Supplemental Indenture equally and proportionately with any and all other Bonds of such same Series duly issued hereunder and under such Supplemental Indenture.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 2.06. Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

SECTION 2.07. Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar, Paying Agent to, and cancelled and destroyed by, the Trustee in accordance with its retention policy then in effect.

SECTION 2.08. Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for registration of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferees, one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same Series and maturity, upon surrender of the Bonds to be exchanged at any such office of the Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Master Indenture and applicable Supplemental Indenture as the Bonds of such Series surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

SECTION 2.09. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, or the Registrar shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, and the Registrar shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

SECTION 2.10. Limitation on Incurrence of Certain Indebtedness. The Issuer will not issue Bonds of any Series, except upon the conditions and in the manner provided or as otherwise permitted in the Indenture, provided that the Issuer may enter into agreements with

issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

SECTION 2.11. Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company ("DTC"), New York, New York and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds ("Beneficial Owners").

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of such Bonds. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through Direct Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DIRECT PARTICIPANTS AND DIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO INDIRECT PARTICIPANTS, AND DIRECT PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository and in that event all references herein to DTC or Cede & Co. shall be deemed to be for reference to its respective successors. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Bonds in the form of fully registered Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the designated corporate trust office of the Trustee.

[END OF ARTICLE II]

ARTICLE III
ISSUE OF BONDS

SECTION 3.01. Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Cost of acquisition or construction of a Project or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at the request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

(i) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Articles V and VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Article XIV hereof;

(ii) a written opinion or opinions of Counsel to the Issuer, which shall also be addressed to the Trustee (to the extent set forth therein) to the effect that (a) all conditions prescribed herein as precedent to the issuance of the Bonds have been fulfilled; (b) the Bonds have been validly authorized and executed by the Issuer and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (c) any consents of any Regulatory Bodies required in connection with the issuance of the Bonds or in connection with the acquisition of the improvements included in a Project have been obtained or can be reasonably expected to be obtained on or prior to the date such consents are required for a Project based on certifications of the Consulting Engineer; (d) if the acquisition of any real property or interest therein is included in the purpose of such issue, (i) the Issuer has or can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the Issuer has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue (which opinion may be stated in reliance on the opinion of other Counsel satisfactory to the signer or on a title insurance policy issued by a reputable title company); (e) the Issuer has good right and lawful authority under the Act to undertake a Project; (f) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (g) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all state, county, district and municipal ad valorem taxes and superior in priority to all other liens, titles and claims

against said property then existing or thereafter created, until paid; (h) this Master Indenture and the applicable Supplemental Indenture has been duly and validly authorized, approved, and executed by the Issuer; (i) the issuance of the Series of Bonds has been duly authorized and approved by the Board; and (j) this Master Indenture and the applicable Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity (clauses (c) (d) and (e) shall not apply in the case of the issuance of a refunding Series of Bonds).

(iii) a Consulting Engineer's certificate addressed to the Issuer and the Trustee setting forth the estimated cost of a Project, and in the case of an acquisition by the Issuer of all or a portion of a Project that has been completed, stating, in the signer's opinion, (a) that the portion of Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements; and (d) the plans and specifications for Project improvements have been approved by all Regulatory Bodies required to approve them (specifying such Regulatory Bodies) or such approval can reasonably be expected to be obtained; provided, however, that in lieu of the information required in clause (a), there may be delivered to the Trustee satisfactory evidence of the acceptance of operational and maintenance responsibility of each component of a Project by one or more governmental entities (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds). The Consulting Engineer's certificate may incorporate its engineering report by reference to satisfy all or some of the above requirements;

(iv) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the Issuer as being a true and correct copy thereof;

(v) the proceeds of the sale of such Bonds together with any required equity deposit by the Developer;

(vi) any Credit Facility authorized by the Issuer in respect to such Bonds;

(vii) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of a Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;

(viii) an executed opinion of Bond Counsel;

(ix) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

(x) a copy of a Final Judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation or an opinion of Counsel to the Issuer that the Bonds are not subject to validation;

(xi) if required in connection with a Series of Bonds, a collateral assignment from the Developer to the Issuer of the Project Documents and any other Ancillary Agreements that may be required;

(xii) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the Issuer stating (a) the Bonds to be refunded; (b) any other amounts available for such purpose; (c) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (d) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

(xiii) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

(xiv) such other documents, certifications and opinions as shall be required by the Supplemental Indenture, by the Participating Underwriter or the initial purchaser of a Series of Bonds or by the Issuer upon advice of Counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer and payment to the Trustee of the net proceeds of the Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Article, as to the Issuer and the Participating Underwriter.

Notwithstanding the requirement of this Section 3.01, if the Issuer shall issue short-term notes, the Supplemental Indenture pursuant to which such short-term notes are issued will specify what requirements of this Section 3.01 shall be applicable.

[END OF ARTICLE III]

ARTICLE IV
ACQUISITION OF A PROJECT

SECTION 4.01. Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

SECTION 4.02. Compliance Requirements. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations. Prior to the completion of a Project, in the event that the Developer shall fail to pay, when due, any Special Assessments levied against lands within the District owned by the Developer or any affiliated entity, the Issuer shall immediately take all actions within its control and to the extent it has legally available funds for such purpose, immediately take all actions within its power necessary to complete a Project including taking control of the Project Documents.

[END OF ARTICLE IV]

ARTICLE V
ACQUISITION AND CONSTRUCTION FUND

SECTION 5.01. Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate accounting in respect of the Costs of any designated portion of a Project including, but not limited to, a costs of issuance subaccount. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid Costs of issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of a Project or portion thereof.

(a) *Deposits*. In addition to the deposit of amounts received by the Trustee on the date of issuance of each Series of Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series Account of the Acquisition and Construction Fund, as promptly as practicable, the following amounts:

(i) Subject to the provisions of Section 9.24 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof;

(ii) Subject to the provisions of Section 9.14 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof;

(iii) Deposits made by the Developer pursuant to the terms and provisions of a Developer Funding Agreement; and

(iv) Amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the Issuer and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of a Series Project.

Amounts in the applicable Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of a Project or a portion thereof, as applicable, pertaining to the Series of

Bonds in question; provided, however, that if any amounts remain in the Series Account of the Acquisition and Construction Fund after the Completion Date (as defined in paragraph (c) below) of a Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of a Project, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund, as described in paragraph (c) below.

(b) *Disbursements*. Unless provided otherwise in a Supplemental Indenture, all payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the appropriate Series Account of the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition in the form of Exhibit D attached hereto, signed by a Responsible Officer and, except for payments of cost of issuance, a certificate of the Consulting Engineer signed by a Consulting Engineer also in the form of Exhibit D attached hereto and as may be modified by terms of the related Supplemental Indenture. Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of a minimum of 30% in Outstanding principal amount of the Series of Bonds providing the moneys deposited therein, and the agents and representatives thereof. The Trustee shall have no duty to verity that the disbursement of funds pursuant to a requisition is for a purpose for which payment may be made hereunder and the Trustee may conclusively rely that a properly signed requisition is, on its face, sufficient to disburse funds from the Acquisition and Construction Fund.

(c) *Completion of Project*. On the date of completion of a Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of a Project, in either case, as evidenced by the delivery of a Certificate of the Consulting Engineer to the Trustee and adoption of a resolution by the Board accepting a Project as provided by Section 170.09, Florida Statutes, as amended (the "Completion Date"), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

[END OF ARTICLE V]

ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

SECTION 6.01. Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy Special Assessments, and, unless provided otherwise with respect to a Series of Bonds, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder.

The Issuer shall pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as Prepayments of Special Assessments shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee in writing at the time of deposit of any amounts received as Prepayments of Special Assessments and shall identify the related Series of Bonds. If necessary, the Issuer shall direct the landowner making such prepayment to specify what Series of Bonds such prepayments relate.

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and Bonds issued on a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

SECTION 6.02. Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued for the benefit of the specific

Series of Bonds and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto or if separately secured by separate Special Assessments. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

SECTION 6.03. Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder, into which the Trustee shall immediately deposit any and all Special Assessments received from the levy thereof on the District Lands or any portion thereof (other than Prepayments) and any amounts received as the result of any foreclosure, sale of tax certificates or other remedial action for nonpayment of Special Assessments for the payment of the related Series of Bonds and other payments required hereunder or under the applicable Supplemental Indenture (unless such Special Assessments and/or other payments are specifically designated by the Issuer pursuant to a Supplemental Indenture for deposit into the Rebate Fund or any other Fund or Account established hereunder or under a Supplemental Indenture) and each Series Account therein shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Series Account in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority unless other times and/or other priorities are established in a Supplemental Indenture with respect to a Series of Bonds:

FIRST, upon receipt but no later than the Business Day preceding the first May 1 for which there is an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account of the Debt Service Fund to be applied to the payment of interest on the Bonds of a Series due on the next succeeding May 1, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the related Series of Bonds becoming due on the next succeeding May 1, less any amount on deposit in such Interest Account not previously credited;

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as so designated

in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding the first November 1 for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding November 1, and no later than the Business Day next preceding each November 1 thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series becoming due on the next succeeding November 1, less any amount on deposit in the applicable Series Interest Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, if any, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement;

SIXTH, subject to the foregoing paragraphs, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall, subject to application by one or more Supplemental Indentures shall remain therein, unless pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Unless otherwise provided in the applicable Supplemental Indenture, the Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the Issuer, withdraw any moneys held for the credit of the Revenue Fund which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed to the credit of the applicable Series Account of the Bond Redemption Fund in accordance with the provisions hereof. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the Issuer shall direct the Trustee to make such deposit thereto. Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series prepayment subaccount of the Bond Redemption Fund as provided herein.

SECTION 6.04. Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental

Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Series Interest Account in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, purchases and redemptions out of the Series Sinking Fund Account shall be made as follows:

(a) The Trustee shall apply the amounts required to be transferred to the applicable Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the applicable Series Sinking Fund Account to the purchase of Bonds of the applicable Series which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the Issuer may present to the Trustee Bonds of such Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of such Series so purchased shall be credited towards the Debt Service Requirements in respect of the

mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

SECTION 6.05. Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Acquisition and Construction Account of the Acquisition and Construction Fund, and after the Completion Date, shall be, at the written direction of the Issuer, transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. If made applicable in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of Special Assessments against such lot or parcel or a mandatory true-up payment, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the Series Account or subaccount of the Debt Service Reserve Fund to the applicable Series Account or subaccount of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such optional prepayment or true-up payment. If made applicable in the Supplemental Indenture with respect to a Series of Bonds, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, as directed by the terms of the applicable Series Supplement, either be transferred from the Series Account of the Debt Service Reserve Fund to

the applicable Series Account or subaccount of the Bond Redemption Fund or to the applicable Series Account or subaccount of the Acquisition and Construction Fund.

Whenever for any reason on an Interest Payment Date, principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions, but subject to contrary direction by the Majority Holders of the Bonds to which such Series Account of the Debt Service Reserve Fund relates, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay the Series of Bonds secured by the Series Account of the Debt Service Reserve Fund.

SECTION 6.06. Bond Redemption Fund. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Trustee is hereby authorized and directed to establish a Bond Redemption Fund and pursuant to a Supplemental Indenture a Series Account and one or more subaccounts within the Bond Redemption Fund for each Series of Bonds issued hereunder into which shall be deposited, moneys in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05, 9.08 and 9.14(c) of this Master Indenture. The Series Account and any subaccount within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture and shall be held by the Trustee separate and apart from all other Funds, Accounts and any subaccounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, (except for amounts resulting from Prepayments of Special Assessments, which shall be applied as provided in the next paragraph) make such deposits into the Rebate Fund created and established under this Master Indenture as the Issuer may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to clause (b) of Section 8.01 hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Account or subaccount within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such

extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date or other date on which Bonds of the applicable Series are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds of the applicable Series taking into account any redemption premium, as may be practicable; provided, however, that not less than Five Thousand Dollars ($5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture and the applicable provisions of the related Supplemental Indenture. The Issuer shall pay all expenses in connection with such redemption.

SECTION 6.07. Drawings on Credit Facility. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility, in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

SECTION 6.08. Procedure When Funds Are Sufficient to Pay All Bonds of a Series. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar, Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 6.09. Certain Moneys to Be Held for Series Bondowners Only. Each Series of Bonds issued pursuant to this Master Indenture and the related Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

SECTION 6.10. Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if

the Issuer is not at the time to the actual knowledge of the Trustee in default with respect to any covenant in this Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the expense of the Issuer and if directed by the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

SECTION 6.11. Rebate Fund. The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless provided otherwise in a Supplemental Indenture, at the written direction of the Issuer the Trustee shall transfer monies from the applicable Series Account in the Revenue Fund and deposit the same to the Rebate Fund, and shall make payments therefrom at the times and in the amounts required to comply with the covenants in the applicable Arbitrage Certificate. If so directed by the Issuer in writing, the Trustee shall create one or more Series Accounts within the Rebate Fund relating to one or more particular Series of Bonds.

(a) All amounts held in the Rebate Fund shall be governed by this Section and the applicable Arbitrage Certificate. The Trustee shall be entitled to rely on the rebate calculations obtained from the rebate analyst retained by the Issuer pursuant to any Arbitrage Certificate and the Trustee shall not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken in reliance upon such calculations.

(b) Pursuant to the applicable Arbitrage Certificate, the Trustee shall remit all rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the applicable Arbitrage Certificate, other than at the direction of the Issuer and from moneys held in the Rebate Fund or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Issuer.

(c) Notwithstanding any other provision of the Indenture, including in particular Article XIV hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

(d) The Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code.

[END OF ARTICLE VI]

ARTICLE VII
SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. Deposits and Security Therefor. Unless otherwise as provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. Except for investments of the type specified in (iii) of the definition of Investment Securities, all deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000.

SECTION 7.02. Investment or Deposit of Funds. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Account in the Debt Service Fund, any Account of the Debt Service Reserve Fund, and any Account within the Bond Redemption Fund created under any Supplemental Indenture in Government Obligations and the other securities described in the definition of Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein or in the Supplemental Indenture with respect to a Series of Bonds. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to

make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

In the absence of written investment instructions from the Issuer, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder invested or for any losses because such amounts were not invested. Moneys in any of the Funds and Accounts established pursuant to the Indenture, when held by the Trustee, shall be promptly invested by the Trustee in accordance with all written directions from the Issuer and the Issuer shall be responsible for ensuring that such instructions conform to requirements of this Master Indenture including, without limitation, this Article VII. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of all investments directed hereunder or under any Supplemental Indenture. Ratings of investments shall be determined by the Issuer at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

SECTION 7.03. Valuation of Funds. The Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of the Debt Service Reserve Fund, obligations in which money in such Fund shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased

at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

[END OF ARTICLE VII]

ARTICLE VIII
REDEMPTION AND PURCHASE OF BONDS

SECTION 8.01. Redemption Dates and Prices. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Bonds of a Series may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in the related Supplemental Indenture.

(a) *Optional Redemption*. Bonds of a Series shall be subject to optional redemption at the direction of the Issuer, at the times and upon payment of the redemption price as provided in the related Supplemental Indenture.

(b) *Extraordinary Mandatory Redemption in Whole or in Part*. Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Account within the Bond Redemption Fund following the payment of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08 hereof; (ii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the related Indenture; (iii) from moneys in excess of the Debt Service Reserve Requirement for a Series of Bonds in the applicable Series Account of the Debt Service Reserve Fund transferred to the Series Account within the Bond Redemption Fund pursuant to Section 6.05 hereof; (iv) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Account within the Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (v) from moneys, if any, on deposit in the Series Account within the Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of a Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore a Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of a Project would not be economical or would be impracticable; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) *Mandatory Sinking Fund Redemption*. Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the applicable Series Account of the Revenue Fund to the Series Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 6.03 hereof.

The principal amounts of scheduled sinking fund installments shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled sinking fund installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised sinking fund installments recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds of such Series. The sinking fund installments as so recalculated shall not result in an increase in the aggregate of the sinking fund installments for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a sinking fund installment is due, the foregoing recalculation shall not be made to sinking fund installments due in the year in which such redemption or purchase occurs, but shall be made to sinking fund installments for the immediately succeeding and subsequent years.

SECTION 8.02. Notice of Redemption and of Purchase. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the related Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be provided by Electronic Means or mailed by first class mail, postage prepaid at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. The Issuer shall, when it is directing the Trustee to provide such notice, provide written direction to the Trustee at least forty-five (45) days (unless the Trustee agrees to a shorter period) prior to the date on which the Trustee is required to send notice hereunder. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

(a) the redemption or purchase date;

(b) the redemption or purchase price;

(c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;

(d) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;

(e) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date;

(f) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee; and

(g) any other conditions that must be satisfied for the Bonds to be redeemed on the date of redemption.

If at the time of mailing of notice of redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall state that it is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

The notices required to be given by this Section 8.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds. If the Trustee determines that the giving of notice by mail is not feasible, the Trustee may use Electronic Means.

SECTION 8.03. Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the related Indenture and shall not be deemed to be Outstanding under the provisions of the related Indenture.

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses

of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer, or as specified in a Supplemental Indenture.

SECTION 8.04. Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a sinking fund installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied by a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date, rounded up or down to the nearest $5,000 amount in order to maintain Authorized Denominations. The Issuer or the District Manager, on behalf of the Issuer, shall be responsible for calculating such revised sinking fund installments and provide the Trustee with the revised sinking fund installments.

[END OF ARTICLE VIII]

ARTICLE IX
COVENANTS OF THE ISSUER

SECTION 9.01. Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, but without waiving any limitations of liability afforded by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whomsoever.

SECTION 9.02. Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the related Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, A PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 9.03. Special Assessments; Re-Assessments.

(a) The Issuer shall levy Special Assessments, and, unless the Issuer collects the Special Assessments directly under the conditions set forth herein, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds. The Issuer shall also diligently collect any true-up payments that the Developer is required to make. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of this Master Indenture, as supplemented in connection with the Series of Bonds as to which the Event of Default occurred, including the remedial provisions for collection of delinquent Special Assessments, the provisions for foreclosure of liens of delinquent Special Assessments and delinquent operation and maintenance assessments, and will take such other remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Holders of the Series of Bonds as to which the Event of Default occurred.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 9.04. Method of Collection. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the "Uniform Method"), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. Notwithstanding the foregoing, the Issuer shall not collect Special Assessments pursuant to the Uniform Method levied against District Lands and will direct bill the applicable landowners for the same prior to platting of such lands unless the Trustee, at the direction of the Majority Owners, directs otherwise or if the timing for using the Uniform Method will not yet allow for using such method. Upon any failure of any property owner to pay an installment of Special Assessments when due (with respect Special Assessments collected directly by the Issuer), the entire Special Assessment on the parcel or parcels as to which such delinquency pertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the Issuer either on its own behalf or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Holder of the related Series of Bonds or the Trustee at the direction of such Majority Holder, at the Issuer's own expense, cause

such delinquent property to be foreclosed as hereafter provided. The Issuer covenants it shall promptly, after written notice to the delinquent landowner, but not later than one hundred twenty (120) days from the due date of such Special Assessments that have not been paid, cause there to be brought legal proceedings for the foreclosure of the Special Assessment lien including interest and penalties with respect to such tax parcel. The foreclosure proceedings shall be prosecuted to sale and conveyance of such tax parcel as now provided by law in suits to foreclose mortgages unless the Majority Holders provide written direction to suspend or terminate such foreclosure proceedings or use some other method of foreclosure. Nothing herein shall obligate the Issuer to credit bid at any foreclosure sale. The Issuer shall enter into or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under the Indenture. The Issuer shall provide to the dissemination agent under the applicable Continuing Disclosure Agreement a list of all properties where the Special Assessments relating to the Series of Bonds subject to the applicable Continuing Disclosure Agreement which are being billed directly, and have not been paid within sixty (60) days of the due date of such Special Assessments and the current status of any foreclosure actions currently in progress and the current status of the delinquent Special Assessments. The Issuer covenants to comply with all proceedings relating to the imposition and collection of the Special Assessments and will not make material amendments to any assessment methodology relating to the Special Assessments without the written consent of the Majority Holders. To the extent that the Issuer is legally prevented from collecting Special Assessments pursuant to the Uniform Method, is not required to collect Special Assessments pursuant to the Uniform Method in accordance with the provisions of this Section 9.04 or the District Manager determines that using the Uniform Method is not in the best interest of the Bondholders, the Issuer shall then and only under those circumstances pursuant to the applicable rules and procedures of the County, collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

SECTION 9.05. Delinquent Special Assessments; Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens.

(a) Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer shall, to the extent permitted by law, utilize any other method of enforcement as provided by Section 9.04 hereof, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law. The Issuer covenants not to use the provisions of Chapter 173, Florida Statutes, unless no other provision under applicable law can be

used to foreclose the Special Assessments. Notwithstanding anything to the contrary herein, the Issuer shall be entitled to recover from any foreclosure all fees and costs expended in connection with such foreclosure regardless whether such fees and costs are included as part of "Special Assessments," as defined herein.

(b) If the Special Assessments levied and collected under the Uniform Method described in Section 9.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the Uniform Method is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the Issuer, to the extent the Issuer has available funds, for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), and the Issuer shall thereupon receive in its corporate name or in the name of special purpose entity nominee of the Issuer, the title to the property for the benefit of the Registered Owners.

(c) Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Registered Owners of the Series of Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to such Registered Owners.

(d) Notwithstanding any of the foregoing to the contrary, for as long as there is an "Obligated Person" other than the Issuer as defined under the Rule, then in addition to the Issuer, the decision to file a foreclosure action shall be made by the Majority Holders of the Outstanding Bonds so secured by the delinquent Special Assessments and such decision shall be communicated to the Issuer and Trustee in writing.

SECTION 9.06. Management of Property Acquired by the Trustee or Issuer. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account of the Revenue Fund. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it on behalf of the Registered Owners within thirty (30) days after the receipt of the request therefor signed by the Registered Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Bonds of the Series payable from Special Assessments assessed on such property. If directed by the Majority Holders of a Series or if the Trustee or the Issuer shall so elect, the Issuer and the Trustee, as directed by the Majority Holders, may place title of property received upon foreclosure or deed in lieu of foreclosure into a special purpose entity controlled by the Trustee or such other entity acceptable to the Majority Holders of a Series so effected by such foreclosure, for the benefit of the Registered Owners.

SECTION 9.07. Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of

Section 9.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. As soon as practicable after a signed copy of the Issuer's audit becomes available, the Issuer shall, upon written request, mail the same to any requesting Registered Owner.

SECTION 9.08. Removal of Special Assessment Liens. Except as otherwise provided in a Supplemental Indenture with respect to a related Series of Bonds, the following procedures shall apply in connection with the removal of Special Assessment liens:

(a) At any time subsequent to thirty (30) days after a Project has been completed within the meaning of Section 5.01(e) hereof and the Board has adopted a resolution accepting such Project as provided by Section 170.09, Florida Statutes, as amended, any owner of property subject to the Special Assessments may, at its option, and under certain circumstances described in the assessment resolutions in connection with prepayments derived from application of the "True-Up" mechanism therein, require the Issuer to release and extinguish the lien, in whole or in part, upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount or a portion, as the case may be, of the Special Assessment, plus accrued interest, attributable to the property subject to Special Assessment owned by such owner to the earlier of the next Quarterly Redemption Date occurring at least forty-five (45) days after the Trustee receives such Prepayment. If any such prepayment of Special Assessments shall occur within thirty (30) days after such Project has been completed and the Board has adopted a resolution accepting that Project as provided in Section 170.09, Florida Statutes, as amended, no accrued interest shall be required to be paid unless such right has been irrevocably waived by the landowners within the District. The Issuer shall promptly notify the Trustee in writing of any Prepayment made under such circumstances. Accrued interest on any Bonds that would be redeemed as a result of such Prepayment made within thirty (30) days after the Board has adopted a resolution accepting such Project shall be derived from moneys on deposit in the Interest Account or capitalized interest account and if no moneys remain, from moneys on deposit in the Debt Service Reserve Account or as otherwise provided pursuant to the applicable Supplemental Indenture.

(b) Upon receipt of a Prepayment as described in (a) above, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by an authorized officer of the Issuer, to the effect that the Special Assessment has been paid in full or in part and that such Special Assessment lien is thereby released and extinguished if paid in full or such Special Assessment lien shall be reduced if the landowner only made a partial Prepayment. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Account or subaccount of the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) hereof. In connection with such Prepayment, the Issuer, or District Manager on behalf of the Issuer, shall calculate the credit authorized pursuant to Section 6.05 hereof, and shall instruct the Trustee to transfer such credit to the prepayment subaccount of the Bond Redemption Fund to be used

together with such Prepayment for the redemption of Bonds in accordance with Section 8.01(b)(i) hereof.

(c) Notwithstanding the foregoing, and consistent with the proceedings of the Issuer relating to the imposition and levy of the Special Assessments, the owner of property (including the Developer) may at any time require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount of the Special Assessment, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner. In lieu of such Prepayment with cash, an owner of property within the District may surrender to the District for cancellation to completely extinguish the lien on such property or reduce the lien equally on every portion of such property, a principal amount of Outstanding Bonds of a Series that is secured by Special Assessments levied against such property.

(d) Upon receipt of a prepayment as described in (a), (b) or (c) above, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official land records of the County an affidavit or affidavits, as the case may be, executed by an authorized officer of the Issuer, to the effect that the Special Assessment has been paid and that such Special Assessment lien is thereby released and extinguished. Except as otherwise provided by a Supplemental Indenture, upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Account or subaccount of the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) hereof.

SECTION 9.09. Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund). In connection with any payment of Special Assessments referred to in the prior sentence, the Issuer shall provide advance written notice to the Trustee of the amount of the payment and the Series Account within either of the Revenue Fund or Bond Redemption Fund to which such payment relates.

SECTION 9.10. Construction to be on District Lands. Except for certain off site mitigation, roadway and possibly landscaping improvements which are or may be outside the District Lands and are required in order for the District Lands to be developed, the Issuer covenants that no part of a Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of a Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

SECTION 9.11. Operation, Use and Maintenance of a Project. The Issuer shall establish and enforce reasonable rules and regulations governing the use of the Projects owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Projects owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Projects owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 9.12. Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to each Project. The Issuer shall not, except as otherwise permitted in Section 9.24 hereof, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

SECTION 9.13. Payment of Operating or Maintenance Costs by State or Others. The Issuer may permit the United States of America, the State, or any of their agencies, departments or political subdivisions or any other Person to pay all or any part of the cost of maintaining, repairing and operating the Projects out of funds other than Pledged Revenues.

SECTION 9.14. Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of each Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth hereinbelow.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of any Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to any Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to any Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Master Indenture and any

Supplemental Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of any Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into a separate fund to be established by the Trustee for such purpose which may be an account within the Acquisition and Construction Fund as directed by the Issuer, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) if so provided in a Supplemental Indenture, into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

(d) The Issuer shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self-insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Issuer shall obtain a certificate of compliance executed by the District Manager or a licensed insurance agent selected by the District Manager to the effect that (A) the proposed Qualified Self

Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self-insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations unless it can establish to the satisfaction of the District Manager or an insurance consultant retained by the Issuer that such recommendations are unreasonable in light of the nature of the claims or the history of recovery against the Issuer for similar claims.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager.

Any appraisal or adjustment of any loss or damage under any policy of insurance required under the Indenture, whether such policy is payable to the Issuer or to the Trustee, and any settlement or payment of indemnity under any such policy which may be agreed upon by the Issuer and any insurer shall be evidenced by a certificate, signed by the District Manager and approved by the Consulting Engineer, and filed with the Trustee. The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage. The Trustee shall have no duty to determine compliance by the Issuer with the requirements of this Section.

SECTION 9.15. Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

SECTION 9.16. Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

SECTION 9.17. Books and Records. The Issuer shall keep proper books of record and account in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to any Project, and which, together with all other books and records of the Issuer,

including, without limitation, insurance policies, relating to any Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

SECTION 9.18. Observance of Accounting Standards. The Issuer covenants that all the accounts and records of the Issuer relating to the Project will be kept according to Generally Accepted Accounting Principles consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture.

SECTION 9.19. Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform accounting and auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

SECTION 9.20. Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer and is filed with the Trustee to hold solely as a repository with no duty to review the contents thereof.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget with respect to the Projects for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget with respect to the Projects on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the Issuer to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.21. Employment of Consulting Engineer; Consulting Engineer's Report. The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

SECTION 9.22. Audit Reports. The Issuer covenants that, no later than 270 days after the end of each Fiscal Year, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed by said Secretary to the

Consulting Engineer and to all Bondholders who shall have filed their names and addresses with him for such purpose.

SECTION 9.23. Information Required by the Issuer. The Issuer shall cause to be kept on file at all times copies of the schedules of Special Assessments levied on all District Lands in respect of all Projects. The Issuer shall keep accurate financial records and books of account with respect to the Projects, and shall have a complete audit of such records and accounts made annually by a Certified Public Accountant, as provided in Section 9.22 hereof.

SECTION 9.24. Covenant Against Sale or Encumbrance; Exceptions. The Issuer covenants that, (a) except for those improvements comprising any Project that are to be conveyed by the Issuer to the County, the State Department of Transportation or another governmental entity and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber any Project, or any part thereof. Subject to the provisions of Section 9.31 hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Revenue Fund.

Upon any sale of property relating to a Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars ($50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Subject to obtaining an opinion of Bond Counsel that such action is permitted hereunder and will not adversely affect the exclusion of interest on the Bonds for federal income tax purposes, the Issuer may lease or grant easements, franchises or concessions for the use of any part of a Project not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Revenue Fund.

SECTION 9.25. Enforcement of Ancillary Agreements. The Issuer covenants that it shall promptly and strictly enforce the provisions of the Ancillary Agreements. Upon the occurrence of an event entitling the Issuer to pursue its remedies under the Ancillary Agreements, the Issuer covenants and agrees it will timely pursue such remedies in accordance with the Ancillary Agreements, and upon an Event of Default hereunder, the Issuer agrees that the Trustee, upon the written direction of the Majority Holders, may enforce the provisions of the Ancillary Agreements in lieu of the Issuer.

SECTION 9.26. No Loss of Lien on Pledged Revenues. The Issuer shall not do or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the

lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

SECTION 9.27. Compliance With Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Project and the issuance of the Bonds.

SECTION 9.28. Issuance of Additional Obligations. The Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues.

SECTION 9.29. Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

SECTION 9.30. Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

SECTION 9.31. Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes ("Tax-Exempt Bonds") which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

SECTION 9.32. Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be

(a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

SECTION 9.33. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or any other Person (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.33. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

SECTION 9.34. Bankruptcy of Developer or Other Obligated Person Under the Rule. For purposes of this Section 9.34, (a) each Series of Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under one or more Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments."

The provisions of this Section 9.34 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the Issuer, to the extent permitted by applicable law, shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The Issuer agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The Issuer acknowledges and agrees that, although the Affected Bonds were issued by the Issuer, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake with respect to the Affected Bonds and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a)

the Issuer, to the extent permitted by applicable law, hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) to the extent permitted by applicable law, the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by applicable law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the Issuer, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the Issuer, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a bankruptcy plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the Issuer claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Nothing in this Section shall preclude the Issuer from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, or claims for moneys or performance under a contract, and the Issuer shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion; provided that such claim does not involve the amount of Special Assessments relating to Bonds Outstanding or in any way has the effect of reducing the Pledged Revenues. Any actions taken by the Issuer in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Special Assessments relating to the Bonds Outstanding whether such claim is pursued by the Issuer or the Trustee; provided, however, the Issuer shall not assert any claim seeking to reduce the amount of the Special Assessments.

[END OF ARTICLE IX]

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

SECTION 10.01. Events of Default and Remedies. Except to the extent otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, events of default and remedies with respect to each Series of Bonds shall be as set forth in this Master Indenture.

SECTION 10.02. Events of Default Defined. Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act which failure or incapacity may reasonably be determined solely by the Majority Holders of the applicable Series of Bonds; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the Outstanding Bonds of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility Issuer securing Bonds of such Series that an event of default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility Issuer to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an event of default under the terms of a Supplemental Indenture; or

(g) if at any time the amount in the Debt Service Reserve Fund or any Account therein is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Bonds of any Series and such amount has not been restored within thirty (30) days of such withdrawal; or

(h) more than twenty percent (20%) of the "maintenance special assessments" levied by the Issuer on District lands upon which the Special Assessments are levied to secure one or more Series of Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the Issuer before recognizing that an Event of Default under (c) above has occurred.

SECTION 10.03. Foreclosure of Assessment Lien. Notwithstanding any other provision of this Master Indenture to the contrary, the following provisions shall apply with respect to the Special Assessments securing a Series of Bonds.

If any property shall be offered for sale for the nonpayment of any Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the Issuer for an amount equal to the balance due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the Issuer and the Issuer shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the applicable Series of Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Holders, but shall not be obligated, to direct the Issuer with respect to any action taken pursuant to this Section. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Revenue Fund. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it on behalf of the Owners of the applicable Series of Bonds within ninety (90) days after entry of a foreclosure judgment issued by a court of proper jurisdiction (or at such time as soon as possible thereafter) of the request therefor signed by the Trustee or the Majority Holders.

SECTION 10.04. No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration. Upon the occurrence and continuation of an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless all of the Bonds of the Series where an Event of Default has occurred will be redeemed or 100% of the Holders of such Series of Bonds agree to such redemption, provided this Section does not affect the ability to make distributions under Section 10.12 hereof.

SECTION 10.05. Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;

(b) bring suit upon the Series of Bonds;

(c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

SECTION 10.06. Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 10.07. Bondholders May Direct Proceedings. The Majority Holders of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law and the provisions of the Indenture.

SECTION 10.08. Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holders of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.09. Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.10. Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.11. Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such

right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.12. Application of Moneys in Event of Default. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds and any other funds held by the Trustee or received under this Indenture shall be applied in the following order of priority:

(a) to the payment of the costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including Counsel fees and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees and expenses owed to the Trustee.

(b) then:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct, provided, however, that the Issuer shall be first entitled to recover any fees and costs of foreclosure or other proceedings incurred by the Issuer in connection with enforcement of any delinquent Special Assessments.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.13. Trustee's Right to Receiver; Compliance with Act. The Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee

incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 10.14. Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.13 hereof.

SECTION 10.15. Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

[END OF ARTICLE X]

ARTICLE XI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 11.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee.

The Trustee further agrees to comply with the procedures and covenants contained in any arbitrage rebate agreement to which it is a party for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, to the extent applicable.

SECTION 11.02. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

SECTION 11.03. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder and the advice of such Counsel or any opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon. The Trustee shall not be answerable for the default or misconduct of any attorney or agent selected and supervised by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture and any Supplemental Indenture nor for anything whatever in connection with the trusts hereunder, except only its own negligence or willful misconduct or breach of its obligations hereunder. The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of the Indenture. The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds of any Series and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds. None of the provisions of the Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under the Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use

commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 11.04. Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct or negligence hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall promptly, but not less than monthly, provide periodic reports of any moneys the Trustee has deducted for amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

SECTION 11.05. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

SECTION 11.06. Notice of Default; Right to Investigate. The Trustee shall give written notice by first-class mail to registered Holders of a Series of Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term "defaults" for purposes of this Section and Section 11.07 being defined to include the events specified as "Events of Default" in Article X hereof, but not including any notice or periods of grace provided for therein). The Trustee shall not be deemed to have notice of any default other than a payment default under this Master Indenture and any Supplemental Indenture or a notification by a Credit Facility Issuer of a default under its Credit Facility, unless notified in writing of such default by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds of a Series. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer.

SECTION 11.07. Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Majority Holders which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it. The Trustee shall have no responsibility for actions taken at the direction of the Majority Holders.

SECTION 11.08. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, Electronic Means, telegram, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared

and furnished pursuant to any of the provisions of this Master Indenture and any Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

SECTION 11.09. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture and any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture, it shall eliminate the conflict or resign as Trustee.

SECTION 11.10. Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture and any Supplemental Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

SECTION 11.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by Electronic Means or first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

SECTION 11.12. Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Master Indenture or any Supplemental Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Credit Facility Issuer, if any. Any removal of the Trustee is subject to the prior payment of the Trustee's fees and expenses.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the

Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

SECTION 11.13. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Majority Holders in aggregate principal amount of all Bonds then Outstanding may appoint a successor Trustee or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

SECTION 11.14. Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least $50,000,000.

SECTION 11.15. Instruments of Succession. Subject to Section 11.16 hereof, any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights under Section 11.04 hereof.

SECTION 11.16. Merger of Trustee. Any corporation, purchaser, or other entity into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation, purchaser, or other entity resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation, purchaser, or other entity which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Trustee under this Master Indenture and all Supplemental Indentures, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation, purchaser, or other entity continuing to act as Trustee hereunder shall meet the requirements of Section 11.14 hereof, and if such corporation, purchaser, or other entity does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article XI. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee.

SECTION 11.17. Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09, 11.10, 11.16 and 11.24

hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

SECTION 11.18. Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Master Indenture and all Supplemental Indentures by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

SECTION 11.19. Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

SECTION 11.20. Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

SECTION 11.21. Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by

law to perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least $50,000,000.

SECTION 11.22. Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the Successor Registrar or Paying Agent to the Issuer, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, and shall so notify the Issuer, any rating agency that shall have issued a rating on the Bonds, and all Bondholders.

SECTION 11.23. Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall, after payment of its fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Registrar except for its rights under Section 11.04 hereof and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

SECTION 11.24. Successor by Merger or Consolidation. Any corporation, purchaser, or other entity into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation or entity resulting from any merger or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation, purchaser, or other entity which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Master Indenture and all Supplemental Indentures without the execution or filing of any paper or any further act on the part of the parties thereto, anything in this Master Indenture or any Supplemental Indenture to the contrary notwithstanding.

[END OF ARTICLE XI]

ARTICLE XII
ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

SECTION 12.01. Acts of Bondholders; Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

[END OF ARTICLE XII]

ARTICLE XIII
AMENDMENTS AND SUPPLEMENTS

SECTION 13.01. Amendments and Supplements Without Bondholders' Consent. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any Project to the State, the County, or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders; and

(d) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of Counsel to the Issuer, such changes either (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

SECTION 13.02. Amendments With Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended from time to time by a Supplemental Indenture approved by the Majority Holders in aggregate principal amount of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Outstanding Bonds to be so amended.

SECTION 13.03. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing may rely on a written opinion of Counsel at the expense of the Issuer that such Supplemental Indenture or

amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done. In addition, the Trustee may request and rely upon an opinion of Bond Counsel, at the expense of the Issuer, that such amendment will not in and of itself adversely affect the tax status of the Bonds. The Trustee shall not be obligated to enter into any Supplemental Indenture or amendment that imposes additional obligations on the Trustee or adversely affects the Trustee's rights and immunities hereunder.

[END OF ARTICLE XIII]

ARTICLE XIV
DEFEASANCE

SECTION 14.01. Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer including any unpaid Trustee fees and expenses, but only to the extent the Issuer has otherwise agreed to pay the same, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture (other than the Rebate Fund or any Accounts therein, unless all rebate liability has been satisfied as determined by the Issuer) shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts (other than the Rebate Fund) upon the defeasance in whole of all of the Bonds of a Series.

SECTION 14.02. Deposit of Funds for Payment of Bonds. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Trustee and any Escrow Agent a

verification from a firm of independent Certified Public Accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds. In addition to the foregoing, Bond Counsel shall deliver an Opinion that the subject Bonds are no longer Outstanding hereunder and if such defeased Bonds are issued as Tax-Exempt Bonds, that such defeasance will not adversely affect the tax-exempt status of such Bonds.

Money so deposited with the Escrow Agent which remains unclaimed three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the Indenture or the Bonds of the Series contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Escrow Agent, before making payment to the Issuer, may, at the request and expense of the Issuer and if directed by the Issuer, shall cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

[END OF ARTICLE XIV]

ARTICLE XV
MISCELLANEOUS PROVISIONS

SECTION 15.01. Limitations on Recourse. No personal recourse shall be had for any claim based on this Master Indenture or any Supplemental Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds of each Series are payable from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

SECTION 15.02. Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 15.03. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds.

SECTION 15.04. Illegal Provisions Disregarded. If any term of Master Indenture or any Supplemental Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

SECTION 15.05. Substitute Notice. If for any reason it shall be impossible to make duplication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 15.06. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the Issuer or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture or any Supplemental Indenture if and when personally delivered and receipted for, or if mailed by first class mail, addressed as follows:

(a) As to the Issuer -

Acacia Fields Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Ave., Ste. # 200
Tampa, FL 33614
Attention: Scott Brizendine

(b) As to the Trustee -

U.S. Bank Trust Company, National Association
225 E. Robinson St., Ste. 250
Orlando, FL 32801
Attention: Leanne M. Duffy, Vice President

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under this Master Indenture or any Supplemental Indenture are to be sent.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Master Indenture sent by the Issuer by Electronic Means, provided, however, that the Issuer shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar Electronic Means) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing.

SECTION 15.07. Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State.

SECTION 15.08. Successors and Assigns. All the covenants, promises and agreements in this Master Indenture and all Supplemental Indentures contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.09. Headings for Convenience Only. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.10. Counterparts and Electronically Signed and/or Transmitted Signatures. This Master Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Master Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this Master Indenture. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Master Indenture. The parties to this Master Indenture hereby waive any defenses to the enforcement of the terms of this Master Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Master Indenture.

SECTION 15.11. Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

SECTION 15.12. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

SECTION 15.13. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a non-individual person such as business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Acacia Fields Community Development District has caused this Master Indenture to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary of its Board and U.S. Bank Trust Company, National Association has caused this Master Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: Kelly Evans
Title: Chairperson, Board of Supervisors

By: _____
Name: Scott Brizendine
Title: Secretary, Board of Supervisors

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, Paying Agent and Registrar

By: _____
Name: Leanne M. Duffy
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by Kelly Evans, Chairperson of the Board of Supervisors of the Acacia Fields Community Development District, who acknowledged that she did sign the foregoing instrument as such officer, for and on behalf of Acacia Fields Community Development District; that the same is her free act and deed as such officer, and the free act and deed of Acacia Fields Community Development District; and that the seal affixed to said instrument is the seal of Acacia Fields Community Development District. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by Scott Brizendine, Secretary of the Board of Supervisors of the Acacia Fields Community Development District, who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by Leanne M. Duffy, a Vice President of U.S. Bank Trust Company, National Association, as Trustee, who acknowledged that she did sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF
ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

The present boundaries of the Acacia Fields Community Development District are as follows:

EXHIBIT B

DESCRIPTION OF A PROJECT

A Project includes, but is not limited to, the following improvements:

Stormwater management and control facilities, including, but not limited to, related earthwork and drainage;
Roadway improvements, including any impact fees;
Water and wastewater facilities, including any connection fees;
Offsite roadway improvements;
Landscaping, irrigation and hardscape in public rights-of-way;
Incremental cost of undergrounding electric utilities;
Environmental and wildlife mitigation (on-site);
Public recreational amenities; and
All related soft and incidental costs.

EXHIBIT C

[FORM OF BOND]

R-_____ **$_____**

UNITED STATES OF AMERICA
STATE OF FLORIDA
PASCO COUNTY
ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND,
SERIES 20___

Interest Rate	**Maturity Date**	**Date of Original Issuance**	**CUSIP**

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Acacia Fields Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein described Bonds are in book-entry only form in which case presentation shall not be required), at the designated corporate trust office of U.S. Bank Trust Company, National Association, initially its corporate trust office located in Orlando, Florida, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months, payable on the first day of November of each year. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, initially its corporate trust office located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each Interest Payment Date to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as registrar (said U.S. Bank Trust Company, National Association and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to _____, 20___, in which case from _____, 20___, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such

Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below).

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE FROM THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, PASCO COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Acacia Fields Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

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

By:_____
Authorized Signatory

[Back of Bond]

This Bond is one of an authorized issue of Bonds of the Acacia Fields Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), and Ordinance No. 25-30 enacted by the Board of County Commissioners of Pasco County, Florida, on April 22, 2025 and effective on April 25, 2025, designated as "Acacia Fields Community Development District Special Assessment Bonds, Series _____" (the "Bonds"), in the aggregate principal amount of _____ Dollars ($_____) of like date, tenor and effect, except as to number. The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay a portion of the design, acquisition, construction costs of certain public infrastructure improvements consisting of stormwater management and control facilities, including, but not limited to, related earthwork and conveyance of certain interests in land; water and wastewater systems, including connection charges; onsite and offsite roadway improvements, including, but not limited to, landscaping and hardscaping and irrigation in public rights of way, entrance features, signalization and including any impact fees; public amenities; environmental and wildlife mitigation and related incidental costs. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of _____ 1, 2025 (the "Master Indenture"), as amended and supplemented by a _____ Supplemental Trust Indenture dated as of _____ 1, ____ (the "_____ Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Bonds outstanding, and as to other rights and remedies of the registered owners of the Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, Pasco County, Florida, the State of Florida or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, Pasco County, Florida, the State of Florida or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on

this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Bonds shall be made on the dates specified below. Upon any redemption of Bonds other than in accordance with scheduled sinking fund installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised sinking fund installments recalculated so as to amortize the Outstanding principal amount of Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds. The sinking fund installments as so recalculated shall not result in an increase in the aggregate of the sinking fund installments for all Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a sinking fund installment is due, the foregoing recalculation shall not be made to sinking fund installments due in the year in which such redemption or purchase occurs, but shall be made to sinking fund installments for the immediately succeeding and subsequent years.

Optional Redemption

The Bonds are subject to redemption at the option of the Issuer in whole or in part at any time on or after _____ 1, ____, at the redemption prices (expressed as percentages of principal amount to be redeemed) set forth below, plus accrued interest to the redemption date, upon notice from the Issuer to the Trustee as set forth in the Indenture.

Redemption Period (Both Dates Inclusive)	**Redemption Price**
_____ 1, ____ to _____ 31, ____	%
_____ 1, ____ to _____ 31, ____	
_____ 1, ____ and thereafter	

Mandatory Sinking Fund Redemption

The Bonds are subject to mandatory sinking fund redemption on May 1 in the years and in the principal amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Bonds redeemed pursuant to optional or extraordinary

mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

Year	Principal Amount of Bonds to be Paid	Year	Principal Amount of Bonds to be Paid

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any interest payment date (except as otherwise provided in a Supplemental Indenture), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the Bond Redemption Fund following the payment of Special Assessments on any portion of the District Lands in accordance with the provisions of the Section 9.08 of the Indenture; (ii) when sufficient moneys are on deposit in the related Funds and Accounts (other than the Rebate Fund and any other excluded fund or account as provided in the Supplemental Indenture) to pay and redeem all Outstanding Bonds and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iii) from moneys in excess of the Debt Service Reserve Requirement in the Debt Service Reserve Fund transferred to the Bond Redemption Fund pursuant to the Indenture; (iv) from excess moneys transferred from the Revenue Fund to the Bond Redemption Fund in accordance with the Indenture; (v) from moneys, if any, on deposit in the Bond Redemption Fund following condemnation or the sale of any portion of the District Lands benefited by the Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to the Indenture to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vi) either prior to the Completion Date or after the Completion Date, as the case may be, from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with the Indenture.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty (30) but not more than sixty (60) days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption

shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds. If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds pursuant to an optional redemption, such redemption shall be effectuated by redeeming Bonds of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of the Indenture. In the case of any partial redemption of Bonds pursuant to an extraordinary mandatory redemption, such redemption shall be effectuated by redeeming Bonds pro rata among the maturities, treating each date on which a sinking fund installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds to be redeemed multiplied times a fraction the numerator of which is the principal amount of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds outstanding immediately prior to the redemption date.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Sixth Judicial Circuit of Florida, in and for Pasco County, Florida, rendered on the ____ day of _____, 2025.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

_____
Secretary

ABBREVIATIONS

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

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act_____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

_____

(please print or typewrite name and address of assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT D
FORM OF REQUISITION

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 202_

The undersigned, a Responsible Officer of the Acacia Fields Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of _____ 1, 202_, as supplemented by that certain _____ Supplemental Trust Indenture dated as of _____, ____ (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(i) Requisition Number:

(ii) Name of Payee pursuant to Acquisition Agreement:

(iii) Amount Payable:

(iv) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state costs of issuance, if applicable):

(v) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

   or

   ☐ this requisition is for costs of issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the Issuer.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

_____

Consulting Engineer

ACTIVE 712360097v2

FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

AND

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

Dated as of _____ 1, 2025

Authorizing and Securing
$_____
ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025
(ASSESSMENT AREA ONE)

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THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture"), dated as of _____ 1, 2025 between the ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the banking laws of the United States of America and having a corporate trust office in Orlando, Florida, as trustee (said trust company and any bank or trust company becoming successor trustee under this First Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 25-30 enacted by the Board of County Commissioners of Pasco County, Florida, on June 3, 2025, and effective on June 4, 2025; and

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 115.146 acres of land (herein, the "District Lands" or "District"), are located entirely within the unincorporated area of Pasco County, Florida (the "County"); and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more phases, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the assessable District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2025-24 on July 8, 2025, authorizing the issuance of not to exceed $[56,500,000] in aggregate principal amount of its special assessment bonds (the "Bonds") to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of a master trust indenture and supplemental indenture; and

WHEREAS, pursuant to that certain Master Trust Indenture dated as of _____ 1, 2025 (the "Master Indenture") and this First Supplemental Indenture, both by and between the Issuer and the Trustee, the Issuer proposes to issue its herein defined Series 2025 Bonds; and

WHEREAS, to the extent not constructed by the Issuer, Lennar Homes, LLC, a Florida limited liability company (the "Developer") is the master developer of a residential community located within the District and shall construct all of the public infrastructure necessary to serve such residential community referred to as "Acacia Fields" (herein, the "Development"); and

WHEREAS, the public infrastructure as described in Exhibit A necessary for the development of the Development is herein referred to as the "2025 Project," which will be financed with a portion of the net proceeds of the Series 2025 Bonds (as defined below); and

WHEREAS, the Issuer has determined to issue a Series of Bonds, designated as the Acacia Fields Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One) (the "Series 2025 Bonds"), pursuant to the Master Indenture and this First Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"); and

WHEREAS, in the manner provided herein, the net proceeds of the Series 2025 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the 2025 Project, (ii) the funding of the Series 2025 Reserve Account in an amount equal to the initial Series 2025 Reserve Requirement, (iii) paying interest on the Series 2025 Bonds through at least [December] 15, 202__, and (iv) the payment of the costs of issuance of the Series 2025 Bonds; and

WHEREAS, the Series 2025 Bonds will be secured by a pledge of Series 2025 Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2025 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2025 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2025 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2025 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2025 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2025 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2025 Bonds issued and to be issued under this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this First Supplemental Indenture) of any one Series 2025 Bond over any other Series 2025 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2025 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2025 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions

hereof, then upon such final payments this First Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this First Supplemental Indenture to be and remain in full force and effect.

ARTICLE I
DEFINITIONS

In this First Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean the agreement by and between the Issuer and the Developer relating to the acquisition of the 2025 Project.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2025 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

"Assessment Area One" shall mean a designated assessment area which shall be subject to the Series 2025 Special Assessments.

"Assessment Resolutions" shall mean Resolution No. 2025-__, Resolution No. 2025-__ and Resolution No. 2025-__ of the Issuer adopted on _____, 2025, _____, 2025 and _____, 2025, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2025 Bonds, on the date of issuance, in the denominations of $5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least $100,000 of the Series 2025 Bonds at the time of initial delivery of the Series 2025 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2025 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

"Bond Resolution" shall mean, collectively, (i) Resolution No. 2025-24 of the Issuer adopted on July 8, 2025, pursuant to which the Issuer authorized the issuance of not exceeding $[56.500,000] aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2025-__ of the Issuer adopted on _____, 2025, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2025 Bonds in an aggregate principal amount of not to exceed $_____ to finance a portion of the acquisition and/or construction of the 2025 Project, specifying the details of the Series 2025 Bonds and awarding the Series 2025 Bonds to the purchasers of the Series 2025 Bonds pursuant to the parameters set forth herein.

"Bonds" shall mean the Issuer's Special Assessments Bonds issued pursuant to the Master Indenture.

"Collateral Assignment" shall mean that certain instrument executed by the Developer and the Landbank in favor of the Issuer whereby all of the Project Documents and other material documents necessary to complete at least the portion of the Development (comprising all of the development planned for the 2025 Project) are collaterally assigned as security for the Developer's and the Landbank's obligations to pay the Series 2025 Special Assessments imposed against lands within Assessment Area One within the District owned by the Developer and Landbank from time to time.

"Consulting Engineer" shall mean Tampa Civil and its successors and assigns.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2025 Bonds, dated the date of delivery of the Series 2025 Bonds, by and among the Issuer, the dissemination agent named therein, the Developer, the Landbank, and joined by the other parties named therein, in connection with the issuance of the Series 2025 Bonds.

"District Manager" shall mean Rizzetta & Company, Inc. and its successors and assigns.

"Indenture" shall mean collectively, the Master Indenture and this First Supplemental Indenture.

"Interest Payment Date" shall mean June 15 and December 15 of each year, commencing [December] 15, 202__, and any other date the principal of the Series 2025 Bonds is paid, including any Quarterly Redemption Date.

"Landbank" shall mean [TO COME].

"Majority Holders" means the beneficial owners of more than fifty percent (50%) of the Outstanding principal amount of the Series 2025 Bonds.

"Master Indenture" shall mean the Master Trust Indenture, dated as of _____ 1, 2025, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2025 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2025 Bonds as specifically defined in this First Supplemental Indenture).

"Paying Agent" shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property within Assessment Area One within the District of the amount of the Series 2025 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Series 2025 Special Assessments or as a result of a true-up payment. "Prepayments" shall include, without limitation, Series 2025 Prepayment Principal.

"Quarterly Redemption Date" shall mean March 15, June 15, September 15, and December 15 of any calendar year.

"Redemption Price" shall mean the principal amount of any Series 2025 Bond payable upon redemption thereof pursuant to this First Supplemental Indenture.

"Registrar" shall mean U.S. Bank Trust Company, National Association and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the first day (whether or not a Business Day) of the calendar month for which an Interest Payment Date occurs or the date on which the principal of a Bond is to be paid including a Quarterly Redemption Date.

"Release Conditions #1" shall mean collectively (i) all planned 337 lots have been developed and platted, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Master Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Release Conditions #2" shall mean collectively (i) satisfaction of Release Conditions #1, (ii) all planned lots that are subject to the Series 2025 Special Assessments contain homes that have each received a certificate of occupancy, (iii) all of the principal portion of the Series 2025 Special Assessments has been assigned to such homes, and (iv) there shall be no Events of Default under the Master Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Series 2025 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Indenture.

"Series 2025 Bond Redemption Account" shall mean the Series 2025 Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2025 Bonds" shall mean the $_____ aggregate principal amount of Acacia Fields Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this First Supplemental Indenture, and secured and authorized by the Master Indenture and this First Supplemental Indenture.

"Series 2025 Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Indenture.

"Series 2025 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2025 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2025 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this First Supplemental Indenture .

"Series 2025 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2025 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2025 Pledged Revenues" shall mean (a) all revenues received by the Issuer from the Series 2025 Special Assessments levied and collected on the assessable lands within Assessment Ara One within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2025 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2025 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2025 Bonds; provided, however, that Series 2025 Pledged Revenues shall not include (A) any moneys transferred to the Series 2025 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2025 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Series 2025 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2025 Special Assessments being prepaid pursuant to Section 4.05 of this First Supplemental Indenture or as a result of an acceleration of the Series 2025 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2025 Special Assessments are being collected through a direct billing method.

"Series 2025 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2025 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2025 Principal Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this First Supplemental Indenture.

"Series 2025 Rebate Fund" shall mean the Fund so designated, established pursuant to Section 4.01(j) of this First Supplemental Indenture.

"Series 2025 Reserve Account" shall mean the Series 2025 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this First Supplemental Indenture.

"Series 2025 Reserve Requirement" or "Reserve Requirement" shall mean an amount initially equal to fifty percent (50%) of the maximum annual debt service with respect to the initial principal amount of the Series 2025 Bonds determined on the date of issue. Upon satisfaction of the Release Conditions #1, the Series 2025 Reserve Requirement shall be reduced to an amount equal to twenty-five percent (25%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2025 Bonds. Upon satisfaction of the Release Conditions #2, the Series 2025 Reserve Requirement shall be reduced to an amount equal to ten

percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2025 Bonds. If a portion of the Series 2025 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to fifty percent (50%) of the maximum annual debt service of the Series 2025 Bonds after taking into account such extraordinary mandatory redemption (prior to satisfaction of the Release Conditions #1 or Release Conditions #2) or twenty-five percent (25%) after satisfaction of the Release Conditions #1 or ten percent (10%) after satisfaction of the Release Conditions #2 of the maximum annual debt service of the Series 2025 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2025 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2025 Bonds be used to pay principal of and interest on the Series 2025 Bonds at that time. The initial Series 2025 Reserve Requirement shall be equal to $_____.

"Series 2025 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this First Supplemental Indenture.

"Series 2025 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this First Supplemental Indenture.

"Series 2025 Special Assessments" shall mean the Special Assessments levied on the assessable lands within Assessment Area One within the District as a result of the Issuer's acquisition and/or construction of the 2025 Project, corresponding in amount to the debt service on the Series 2025 Bonds and designated as such in the methodology report relating thereto.

"Substantially Absorbed" means the date at least 75% of the principal portion of the Series 2025 Special Assessments have been assigned to residential units within Assessment Area One within the District that have received certificates of occupancy.

"2025 Project" shall mean the public infrastructure to be financed with a portion of the proceeds of the Series 2025 Bonds generally described on Exhibit A attached hereto.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2025 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2025 Bonds), refer to the entire Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

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

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2025 BONDS

SECTION 2.01. Amounts and Terms of Series 2025 Bonds; Issue of Series 2025 Bonds. No Series 2025 Bonds may be issued under this First Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2025 Bonds that may be issued under this First Supplemental Indenture is expressly limited to $_____. The Series 2025 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2025 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Bond Resolution. The Issuer shall issue the Series 2025 Bonds upon execution of this First Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2025 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2025 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2025 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2025 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2025 Bonds.

(a) The Series 2025 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring and/or constructing a portion of the 2025 Project, (ii) to fund the Series 2025 Reserve Account in an amount equal to the initial Series 2025 Reserve Requirement; (iii) to pay interest on the Series 2025 Bonds through at least [December] 15, 202_, and (iv) to pay the costs of issuance of the Series 2025 Bonds. The Series 2025 Bonds shall be designated "Acacia Fields Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2025 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2025 Bonds shall be payable on each June 15 and December 15 Interest Payment Date to maturity or prior redemption. Regularly scheduled interest on the Series 2025 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a June 15 or December 15 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [December] 15, 202_, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this First Supplemental Indenture in connection with a book entry only system of registration of the Series 2025 Bonds, the principal or Redemption Price of the Series 2025 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2025 Bonds. Except as otherwise provided in Section 2.07 of this First Supplemental Indenture in connection with a book entry only system of registration of the Series 2025 Bonds, the payment of interest on the Series 2025 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2025 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2025 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2025 Bond is registered at the close of business on a special record date ("Special Record Date") to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2025 Bonds in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Details of the Series 2025 Bonds.

(a) The Series 2025 Bonds will mature on June 15 in the years and in the principal amounts, and bear interest at the rates as set forth below, subject to the right of prior redemption in accordance with their terms.

Year	**Amount**	**Interest Rate**
*		
*		
*		

*Term Bonds

(b) Interest on the Series 2025 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2025 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2025 Bond Proceeds. From the net proceeds of the Series 2025 Bonds received by the Trustee in the amount of $_____, .

(a) $_____ derived from the net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Interest Account;

(b) $_____ derived from the net proceeds of the Series 2025 Bonds (which is an amount equal to the initial Series 2025 Reserve Requirement) shall be deposited in the Series 2025 Reserve Account of the Debt Service Reserve Fund;

(c) $_____ derived from the net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2025 Bonds; and

(d) $_____ representing the balance of the net proceeds of the Series 2025 Bonds shall be deposited in the Series 2025 Acquisition and Construction Account which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) of this First Supplemental Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2025 Bonds. The Series 2025 Bonds shall be issued as one fully registered bond for each maturity of Series 2025 Bonds and deposited with The Depository Trust Company ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2025 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2025 Bonds ("Beneficial Owners").

Principal and interest on the Series 2025 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2025 Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2025 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for

notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2025 Bonds in the form of fully registered Series 2025 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2025 Bonds may be exchanged for an equal aggregate principal amount of Series 2025 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2025 Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent for the Series 2025 Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2025 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2025 Bonds, all the Series 2025 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

(b) Executed originals of the Master Indenture and this First Supplemental Indenture;

(c) An opinion of Counsel to the District, also addressed to the Trustee, substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to construct and/or purchase the 2025 Project being financed with the proceeds of

the Series 2025 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the 2025 Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2025 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2025 Special Assessments, and (v) the Series 2025 Special Assessments are legal, valid and binding liens upon the property against which such Series 2025 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid; and

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2025 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2025 Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2025 Bonds set forth in this Section 2.09 to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2025 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2025 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2025 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2025 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2025 Bonds or portions of the Series 2025 Bonds to be redeemed pursuant to Section 8.04 of the Master Indenture. Partial redemptions of Series 2025 Bonds shall be made in such a manner that the remaining Series 2025 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2025 Bond.

The Series 2025 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2025 Bonds shall be made on the dates specified below.

(a) Optional Redemption. The Series 2025 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after June 15, 20XX (less than all Series 2025 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2025 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2025 Optional Redemption Subaccount of the Series 2025 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2025 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2025 Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2025 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2025 Prepayment Principal deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account (taking into account the credit from the Series 2025 Reserve Account pursuant to Section 4.05 hereof) following a Prepayment in whole or in part of the Series 2025 Special Assessments on any assessable property within Assessment Area One within the District in accordance with the provisions of Section 4.05 of this First Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2025 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2025 Rebate Fund, the Series 2025 Costs of Issuance Account and the Series 2025 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2025 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2025 Acquisition and Construction Account not otherwise reserved to complete the 2025 Project (including any amounts transferred from the Series 2025 Reserve Account) all of which have been transferred to the Series 2025 General Redemption Subaccount of the Series 2025 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2025 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2025 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

The Series 2025 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2025 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

The Series 2025 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2025 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

Upon any redemption of Series 2025 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2025 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2025 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2025 Bonds in any year. In the event of a redemption occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2025 Bonds under any provision of this First Supplemental Indenture or directed to redeem Series 2025 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2025 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS, ACCOUNTS AND SUBACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds, Accounts and Subaccounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2025 Acquisition and Construction Account." Net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Acquisition and Construction Account in the amount set forth in Section 2.06 of this First Supplemental Indenture, together with any other moneys that may be transferred to the Series 2025 Acquisition and Construction Account as provided for herein. Such moneys in the Series 2025 Acquisition and Construction Account shall be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture and this Section 4.01(a), and upon disbursement, the Issuer shall apply such moneys as provided for herein and in the Acquisition Agreement. Subject to the provisions of Section 4.01(f) hereof, any moneys remaining in the Series 2025 Acquisition and Construction Account after the Completion Date and after the expenditure of all moneys remaining therein that have not been requisitioned after satisfaction of the Release Conditions #1 and Release Conditions #2 upon notice of the same given by the Developer to the District Manager and the Trustee, except for any moneys reserved therein for the payment of any costs of the 2025 Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the Trustee and the Issuer, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the 2025 Project, a copy of which shall be delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2025 General Redemption Subaccount of the Series 2025 Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the Series 2025 Acquisition and Construction Account shall be closed upon the expenditure or transfer of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions #1 and Release Conditions #2. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2025 Acquisition and Construction Account and make payment to the Person or Persons so designated in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2025 Costs of Issuance Account." Net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Costs of Issuance Account in the amount set forth in Section 2.06 of this First Supplemental Indenture. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2025 Costs of Issuance Account to pay the costs of issuing the Series 2025 Bonds. Six months after the issuance of the Series 2025 Bonds, any moneys remaining in the Series 2025 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2025 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2025 Bonds shall be paid from excess Series 2025 Pledged Revenues on deposit in the Series 2025 Revenue Account in accordance with Section 4.02 SEVENTH. When there are no further moneys therein, the Series 2025 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2025 Revenue Account." Series 2025 Special Assessments (except for Prepayments of Series 2025 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2025 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2025 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this First Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2025 Principal Account." Moneys shall be deposited into the Series 2025 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this First Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2025 Interest Account." Moneys deposited into the Series 2025 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this First Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2025 Sinking Fund Account." Moneys shall be deposited into the Series 2025 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this First Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this First Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the "Series 2025 Reserve Account." Net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Reserve Account in the amount set forth in Section 2.06 of this First Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2025 Reserve Account pursuant to Section 4.02 of this First Supplemental Indenture shall be applied for the purposes provided therein and in this Section 4.01(f) of this First Supplemental Indenture.

On each May 1 and November 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2025 Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2025 Bonds caused by investment earnings prior to the Completion Date to the Series 2025 Acquisition and Construction Account and after the Completion Date to the Series 2025 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2025 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2025 Bonds to the Series 2025 General Redemption Subaccount of the Series 2025 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2025 Special Assessments

and applied to redeem a portion of the Series 2025 Bonds is less than the principal amount of Series 2025 Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2025 Special Assessments relating to the benefited property of such landowner within Assessment Area One within the District, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer, to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2025 Prepayment Principal due by the amount of money in the Series 2025 Reserve Account that will be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2025 Reserve Account shall be transferred by the Trustee to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2025 Reserve Account to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2025 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, and as further described in the next succeeding paragraph, upon satisfaction of the Release Conditions #1 or Release Conditions #2, as the case may be, the Trustee shall deposit such excess on deposit in the Series 2025 Reserve Account to the Series 2025 Acquisition and Construction Account and pay such amount deposited in the Series 2025 Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached hereto as Exhibit "C" submitted to the Issuer by the Developer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided that there are Costs of the 2025 Project that were not paid from moneys initially deposited in the Series 2025 Acquisition and Construction Account and the Trustee has on file one or more properly executed unfunded requisitions. In the event there are multiple unfunded requisitions on file with the Trustee, the Trustee shall fund such requisitions in the order the Trustee has received them (from oldest to newest). In the event that there are no unfunded requisitions on file with the Trustee, such excess moneys transferred from the Series 2025 Reserve Account to the Series 2025 Acquisition and Construction Account shall be deposited into the Series 2025 General Redemption Subaccount of the Series 2025 Bond Redemption Account.

Upon satisfaction of the Release Conditions #1 or Release Conditions #2 as evidenced by a written certificate of the District Manager delivered to the Issuer and the Trustee, stating that the Release Conditions #1 or Release Conditions #2 have been satisfied and setting forth the amount of the new Series 2025 Reserve Requirement, the Trustee shall without further direction reduce the Series 2025 Reserve Requirement to either twenty-five percent (25%) of the maximum annual debt service of the then Outstanding principal amount of the Series 2025 Bonds, as calculated by the District Manager, upon satisfaction of Release Conditions #1 or ten percent (10%) upon satisfaction of Release Conditions #2 of the maximum annual debt service of the then Outstanding principal amount of the Series 2025 Bonds as calculated by the District Manager. The excess amount in the Series 2025 Reserve Account as a result of satisfaction of Release Conditions #1 or

Release Conditions #2 shall be transferred to the Series 2025 Acquisition and Construction Account. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii), the Issuer or the District Manager, on behalf of the Issuer, shall calculate the applicable Reserve Requirement and communicate the same to the Trustee and Trustee shall apply any excess in the Series 2025 Reserve Account toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2025 Bond Redemption Account" and within such Account, a "Series 2025 General Redemption Subaccount," a "Series 2025 Optional Redemption Subaccount," and a "Series 2025 Prepayment Subaccount." Except as otherwise provided in this First Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2025 Bonds, moneys to be deposited into the Series 2025 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2025 General Redemption Subaccount of the Series 2025 Bond Redemption Account.

(h) Moneys that are deposited into the Series 2025 General Redemption Subaccount of the Series 2025 Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2025 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account (including all earnings on investments held in such Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2025 Bonds equal to the amount of money transferred to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(j) The Issuer hereby directs the Trustee to establish a Series 2025 Rebate Fund designated as the "Series 2025 Rebate Fund." Moneys shall be deposited into the Series 2025 Rebate Fund, as provided in the Arbitrage Certificate and Section 4.02 SEVENTH herein and applied for the purposes provided therein.

(k) Any moneys on deposit in the Series 2025 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2025 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2025 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2025 Revenue Account to the Funds, Accounts and subaccounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each December 15 commencing December 15, 202_, to the Series 2025 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2025 Bonds becoming

due on the next succeeding December 15, less any amounts on deposit in the Series 2025 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each June 15 commencing June 15, 202X, to the Series 2025 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2025 Bonds becoming due on the next succeeding June 15, less any amounts on deposit in the Series 2025 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each June 15, commencing June 15, 202X, to the Series 2025 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2025 Bonds subject to sinking fund redemption on such June 15, less any amounts on deposit in the Series 2025 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding each June 15, which is a principal payment date for any Series 2025 Bonds, to the Series 2025 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2025 Bonds Outstanding maturing on such June 15, less any amounts on deposit in the Series 2025 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2025 Bonds are subject to redemption on a date which is not a June 15 or December 15 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2025 Revenue Account to the Series 2025 Interest Account, the amount necessary to pay interest on the Series 2025 Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2025 Bonds remain Outstanding, to the Series 2025 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2025 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be deposited into the Series 2025 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2025 Bonds and next, any balance in the Series 2025 Revenue Account shall remain on deposit in such Series 2025 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2025 Rebate Fund , in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2025 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2025 Bonds, to execute and deliver the Indenture and to pledge the Series 2025 Pledged Revenues for the benefit of the Series 2025 Bonds to the extent set forth herein. The Series 2025 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2025 Bonds. The Series 2025 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms.

The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2025 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. 2025 Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2025 Bonds, the Issuer will promptly proceed to construct or acquire the 2025 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of the Series 2025 Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2025 Special Assessments may, at its option, or as a result of acceleration of the Series 2025 Special Assessments because of non-payment thereof or as a result of a true-up payment, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2025 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2025 Special Assessment, which shall constitute Series 2025 Prepayment Principal, plus accrued interest to the next succeeding Quarterly Redemption Date (or the next succeeding Quarterly Redemption Date if such Prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to the Series 2025 Special Assessment owned by such owner. In connection with such Prepayments, in the event the amount in the Series 2025 Reserve Account will exceed the applicable Reserve Requirement for the Series 2025 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and Section 4.01(f) hereof and the resulting redemption of the Series 2025 Bonds in accordance with Section 3.01(b)(i) of this First Supplemental Indenture, the excess amount shall be transferred from the Series 2025 Reserve Account to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account as a credit against the Series 2025 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions to the Trustee of the District Manager on behalf of the Issuer upon which the Trustee may conclusively rely, together with a certification stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2025 Reserve Account to equal or exceed the then Reserve Requirement for the Series 2025 Bonds and which certificate of the District Manager will further state that, after giving effect to the proposed redemption of Series 2025 Bonds, there will be sufficient Series 2025 Pledged Revenues to pay the principal and interest, when due, on all Series 2025 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2025 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Series 2025 Special Assessment has been paid in whole or in part and that such Series 2025 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

(c) The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2025 Prepayment Principal. The Issuer shall calculate the amount available for extraordinary mandatory redemption of the Series 2025 Bonds pursuant to Section 3.01(b)(i) hereof forty-five (45) days prior to each Quarterly Redemption Date and the Trustee will withdraw money from the Series 2025 Reserve Account as a credit against the amount of

Prepayment that is owed in an amount as directed by the Issuer or the District Manager on behalf of the Issuer in accordance with Section 4.01(f) hereof and Section 4.05(a) hereof. No Reserve Account credit shall be given if as a result the Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of $5,000, the Trustee shall, upon authorization from the District, withdraw moneys from the Series 2025 Revenue Account to round-up to the next highest integral multiple of $5,000 and deposit such amount into the Series 2025 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2025 Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2025 Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2025 Special Assessments relating to the acquisition and construction of the 2025 Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2025 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this First Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2025 Special Assessments, and to levy the Series 2025 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2025 Bonds when due. All Series 2025 Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute and Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds, Accounts and Subaccounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2025 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2025 Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding Bonds. In addition, the Issuer covenants not to issue any other Bonds or debt obligations secured by any Special Assessments on assessable land within Assessment Area One within the District which secure the Series 2025 Special Assessments, until the Series 2025 Special Assessments are Substantially Absorbed. The Issuer's covenants described above shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Issuer, or the District Manager on behalf of the Issuer, shall provide the Trustee with a certification that the Series 2025 Special Assessments are Substantially Absorbed and the Trustee may conclusively rely upon such certification and shall have no duty to verify if the Series 2025 Special Assessments are Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments levied on the same land upon which the Series 2025 Special Assessments have been levied at any time upon the written consent of the Majority Holders or at any time without any such consent if Special Assessments

are levied on any lands within the District which are not subject to the Series 2025 Special Assessments.

SECTION 5.05. Acknowledgement Regarding Series 2025 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2025 Bonds are payable from the Series 2025 Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that the Series 2025 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, and upon the occurrence of an Event of Default with respect to the Series 2025 Bonds, (i) the Series 2025 Pledged Revenues may not be used by the Issuer (whether to pay costs of the 2025 Project or otherwise) without the consent of the Majority Holders, except to pay expenses of the Series 2025 Project that have already been incurred prior to the date of the Event of Default and which are due and payable by the District, and (ii) the Series 2025 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The Issuer covenants not to enter into any contract regarding the 2025 Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2025 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2025 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of First Supplemental Indenture. This First Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2025 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this First Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this First Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this First Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts and Electronically Signed and/or Transmitted Signatures. This First Supplemental Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this First Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this First Supplemental Indenture. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this First Supplemental Indenture. The parties to this First Supplemental Indenture hereby waive any defenses to the enforcement of the terms of this First Supplemental Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this First Supplemental Indenture.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this First Supplemental Indenture are hereby incorporated herein and made a part of this First Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2025 Bonds or the date fixed for the redemption of any Series 2025 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2025 Bonds.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses,

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Acacia Fields Community Development District has caused this First Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary or an Assistant Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association has caused this First Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year above written.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: Kelly Evans
Title: Chairperson, Board of Supervisors

By: _____
Name: Scott Brizendine
Title: Secretary, Board of Supervisors

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee,
Paying Agent and Registrar

By: _____
Name: Leanne M. Duffy
Title: Vice President

`

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by Kelly Evans, Chairperson of the Acacia Fields Community Development District (the "Issuer"), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by Scott Brizendine, Secretary of the Acacia Fields Community Development District (the "Issuer"), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2025, by Leanne M. Duffy, a Vice President of U.S. Bank Trust Company, National Association, as Trustee (the "Trustee"), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer, and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

EXHIBIT A

DESCRIPTION OF 2025 PROJECT

The 2025 Project includes, but is not limited to, the improvements described in that certain *Report of the District Engineer*, dated June 2025, as amended and supplemented.

EXHIBIT B

[FORM OF SERIES 2025 BOND]

R-1 **$_____**

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PASCO
ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2025
(ASSESSMENT AREA ONE)

Interest Rate	Maturity Date	Date of Original Issuance	CUSIP
_____%			

Registered Owner:----------Cede & Co.----------

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Acacia Fields Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2025 Bonds are in book-entry only form such presentation shall not be required), at the designated corporate trust office of U.S. Bank Trust Company, National Association, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on a 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above or upon earlier redemption. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Orlando, Florida, in lawful money of the United States of America (except while the Series 2025 Bonds are in book entry form). Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each June 15 and December 15, commencing [December] 15, 202_ to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as registrar (said U.S. Bank Trust Company, National Association and any successor registrar being herein called the "Registrar") at the close of business on the first day (whether or not a Business Day) of the calendar month for which an Interest Payment Date occurs (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a June 15 or December 15 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [December] 15, 202_, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease

to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by U.S. Bank Trust Company, National Association, as Trustee (said U.S. Bank Trust Company, National Association and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE FROM THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, PASCO COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2025 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Acacia Fields Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 25-30 of the Board of County Commissioners of Pasco County, Florida, enacted on June 3, 2025 and effective on June 4, 2025, designated as "Acacia Fields Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One)" (the "Bonds" or the "Series 2025 Bonds"), in the aggregate principal amount of _____ MILLION _____ HUNDRED _____ THOUSAND AND 00/100 DOLLARS ($_____.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2025 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay all or a portion of the costs of constructing and/or acquiring the 2025 Project (as defined in the herein referred to Indenture). The Series 2025 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Series 2025 Bonds are issued under and secured by a Master Trust Indenture dated as of _____ 1, 2025 (the "Master Indenture"), as amended by a First Supplemental Trust Indenture dated as of _____ 1, 2025 (the "First Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2025 Bonds issued under the Indenture, the operation and application of the Debt Service Fund, the Series 2025 Reserve Account within the Debt Service Reserve Fund and other Funds, Accounts and subaccounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2025 Bonds, the levy and the evidencing and certifying for collection, of the Series 2025 Special Assessments, the nature and extent of the security for the Series 2025 Bonds, the terms and conditions on which the Series 2025 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2025 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2025 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2025 Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for the Series 2025 Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Series 2025 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of the Series 2025 Special Assessments to secure and pay the Bonds.

The Series 2025 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2025 Bonds shall be made on the dates specified below. Upon any redemption of Series 2025 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2025 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2025 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2025 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be

made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2025 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after June 15, 20XX (less than all Series 2025 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2025 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2025 Optional Redemption Subaccount of the Series 2025 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2025 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2025 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2025 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2025 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2025 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

The Series 2025 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2025 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2025 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2025 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2025 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2025 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at an extraordinary

mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2025 Prepayment Principal deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account (taking into account the credit from the Series 2025 Reserve Account pursuant to Section 4.05 of the First Supplemental Indenture) following the Prepayment in whole or in part of Series 2025 Special Assessments on any assessable property within Assessment Area One within the District in accordance with the provisions of Section 4.05 of the First Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2025 Funds, Accounts and Subaccounts in the Funds, Accounts and subaccounts (other than the Series 2025 Rebate Fund, the Series 2025 Costs of Issuance Account and the Series 2025 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2025 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2025 Acquisition and Construction Account not otherwise reserved to complete the 2025 Project (including any amounts transferred from the Series 2025 Reserve Account) all of which have been transferred to the Series 2025 General Redemption Subaccount of the Series 2025 Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected randomly by the Trustee, as provided in the Indenture.

Notice of each redemption of the Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of

Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

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

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

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any Series 2025 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Bonds as to the trust estate with respect to such Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

The Issuer shall keep books for the registration of the Series 2025 Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Indenture, the Series 2025 Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Series 2025 Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2025 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, the Acacia Fields Community Development District has caused this Bond to be signed by the manual signature of the Chairperson or Vice Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of the Secretary or Assistant Secretary of its Board of Supervisors, all as of the date hereof.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary/Assistant Secretary
Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

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

By: _____
Vice President

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Sixth Judicial Circuit of Florida, in and for Pasco County, Florida, rendered on the ____ day of _____, 2025.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary/Assistant Secretary
Board of Supervisors

ABBREVIATIONS

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

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors Act_____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

_____

(please print or typewrite name and address of assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025
(ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Acacia Fields Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of _____ 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of _____ 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee:

(D) Amount Payable:

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the 2025 Project; and

4. each disbursement represents a Cost of 2025 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date:_____

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2025 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025
(ASSESSMENT AREA ONE)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Acacia Fields Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of _____ 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of _____ 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred: Costs of Issuance

(D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2025 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2025 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

ACACIA FIELDS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, FL 33180

Re: $_____ Acacia Fields Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of $_____ of the above-referenced Bonds [state maturing on December 15, _____, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the "Investor Bonds").

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

❑ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

❑ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of $5 million;

❑ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or

limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding $5 million;

❑ a business in which all the equity owners are "accredited investors";

❑ a natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

❑ a natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year;

❑ a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;

❑ an entity, of a type other than those set forth above, that owns investments in excess of $5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

❑ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for "accredited investor" status;

❑ a "family office" with at least $5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

❑ a "family client" of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _____, 2025 of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____
Name: _____
Title: _____
Date: _____

Or

_____
[Name], an Individual

712360435v2

Tab 5

From: Paulo Beckert <pbe1652@gmail.com>
Sent: Friday, June 20, 2025 10:05 AM
To: Kelly Evans <kelly.evans@lennar.com>
Subject: Re: Fw: Upcoming Agendas

Kelly,

I am writing to formally resign from my position on the Board of Supervisors for New Port Corners, Acacia Fields, Connerton East and SageBrush effective today (6/20/2025).

Sincerely,

Paulo Becket

Tab 6

RESOLUTION 2025-25

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF THE ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Acacia Fields Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190*, Florida Statues*, being situated entirely within Pasco County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the "Board") now desire to organize by designating the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

_____	Chair
_____	Vice - Chair
Scott Brizendine	Secretary
Scott Brizendine	Treasurer
Shawn Wildermuth	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
Angela Savinon	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED ON JULY 8, 2025.

ATTEST:

_____
Print Name: _____
☐Secretary/☐Assistant Secretary

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

_____
Name: Kelly Evans
Title: Chair of the Board of Supervisors

Tab 7

Agreement for Interim Professional Engineering Services

This Agreement for Professional Engineering Services (this "**Agreement**") is entered into as of June 26, 2025, between the **Acacia Fields Community Development District** (the "**District**") and **Tampa Civil Design, LLC**, a Florida limited liability company (the "**Engineer**"), in accordance with the scope of services and for the fees set forth below.

SCOPE OF SERVICES

The Engineer shall be the District's engineer, and in that capacity, shall perform the Scope of Services as outlined further in the attached **Exhibit A**, as well as the following:

1. General Consultation, Meetings, and District Representation:

    a) Consult with the Board of Supervisors of the District ("**Board**") and its designated representative and participate in such meetings, discussions, project site visits, workshops and hearings as may be necessary for the administration, accomplishment and fulfillment of the professional services set forth herein with regard to those projects authorized by the Board;

    b) Consultation and representation before the Southwest Florida River Florida Water Management District and such other public agencies and private individuals as may be necessary in connection with the interests of the District and when so directed to do so by the Board or its designated representative;

    c) Engineer's contract administration services, including: establishing and maintaining project records, files and permitting documents; planning, scheduling, production and quality control; coordinating and invoicing management; coordinating and administrating of various professional service elements; and

    d) Such other professional and technical services as may be requested by the Board, in accordance with generally accepted engineering practices and procedures.

2. Meetings of the Board. At the District’s direction, the Engineer shall attend regular and special meetings of the Board.

3. Operating and Maintenance of District Facilities and Infrastructure. The Engineer shall consult with and advise the Board, or its designated representative, on the operation and maintenance of all District facilities and infrastructure.

4. Inspection of District Facilities and Infrastructure. The Engineer shall make periodic inspections of the District's facilities and infrastructure, at the direction of the Board, and shall provide reports to the Board of these observations.

5. Maintenance Work. The Engineer shall recommend to the Board, such maintenance as is necessary for the District’s facilities and infrastructure and shall prepare a project task report for such purposes.

6. Annual Maintenance Budget. The Engineer shall assist in the preparation of the District's annual maintenance budget.

7. Permitting. The Engineer shall assist the District in preparing and submitting to the appropriate regulatory agency those permit application materials needed for environmental, design and construction elements of the District's facilities and infrastructure and shall assist the District with the processing of such applications.

8. Construction Project Plans and Specifications. The Engineer shall prepare plans and specifications, contract documents, cost estimates, bid evaluations and other allied engineering work for these construction projects undertaken by the District.

9. Surveying Services. The Engineer, or a subconsultant to the Engineer, shall provide boundary, land, topographic construction master control, construction staking and excavation quantity surveys in support of the projects and services described herein, as requested by the Board.

10. Construction Project Oversight. The Engineer shall provide project oversight services for the District on all District construction projects for which the Engineer prepared or assisted in the preparation of construction drawings and specifications, District construction projects for which a work certification or permit is required by a regulatory agency, and all other construction projects for which the Board has requested the Engineer to provide oversight services in the interest of the District ("**Construction Project(s)**"). Project oversight services shall be performed by the Engineer or by persons in the employ of and working under the direction and control of the Engineer. The performance of project oversight services may require one or more full or part-time project representative, depending upon the requirements of the Construction Project. The Engineer, or its representative, shall endeavor to consult the District against all defects and deficiencies in all Construction Projects. However, the Engineer's furnishing of project oversight services does not guarantee the work of any contractor, nor represent the assumption by the Engineer of any obligation for job safety. The Engineer shall not be responsible for the enforcement of safety regulations involving any contract to the District. The Engineer shall file oversight reports with the District, as necessary, based on the length and complexity of the Construction Project, except that the Engineer shall file oversight reports at least monthly.

11. Litigation and Legal Proceedings. The Engineer shall assist the District in all litigation or legal action, and upon the District's request, may act as an expert witness on behalf of the District, as needed.

12. Engineering Records. The Engineer shall maintain copies of all such designs, plans, specifications, construction documents, reports, permits, correspondence, records and other data produced by the Engineer in the performance of services under this agreement. Upon the request of the District, the Engineer shall transfer duplicates of appropriate engineering records to the District's office, and the Engineer shall be reimbursed for the cost of reproduction.

13. Additional Services. The Engineer shall provide such other additional services as may be required by the District and mutually agreed to.

ENGINEERING SERVICES WORK AUTHORIZATION

Performance by the Engineer of the work described in paragraphs 1 through 6 of the Scope of Services shall be approved and authorized upon execution of this Agreement.

Performance by the Engineer of the work described in paragraphs 7 through 13 of the Scope of Services shall be mutually agreed upon and subject to the reasonable approval and direction of the Board, and the issuance of an approved work authorization ("**WA**"). Each WA issued shall delineate the scope of work to

be performed, including that work described in the Scope of Services, that is to be performed; all work set forth in the WA shall have been established at the time the work was requested and shall not be exceeded, except with the prior written approval of the Board. The Board may increase the maximum fee set forth in a WA when the scope of work, as delineated in the WA, is changed, or when additional work must be performed which could not have been reasonably foreseen or anticipated at the time the WA was authorized and issued.

INSURANCE

The Engineer shall provide the District with evidence of insurance with limits of liability not less than the amounts described below and such insurance policy may not be canceled without a 30-day written notice to the District.

1. Workmen's Compensation: As required by law.
2. General Liability
    a. Bodily Injury (including contractual): $2,000,000.00
    b. Property Damage (including contractual): $1,000,000.00 Umbrella
3. Automobile Liability
    a. Bodily Injury/Property Damage: $2,000,000.00 Combined Single Limit
4. Professional Liability for Errors & Omissions: $1,000,000.00

CODE AND REGULATORY COMPLIANCE

The Engineer shall prepare all documents in accordance with current, existing and applicable codes and ordinances, resolutions, and laws. The District relies on the Engineer's expertise to evaluate the applicability of these codes, resolutions and laws to the designs, products, studies and decisions that are part of the Scope of Services performed by the Engineer on behalf of the District.

The Engineer shall maintain in the Engineer's office a complete, current updated library of all of the materials, technical manuals, books, memoranda, including but not limited to codes, laws and ordinances, in Engineer's possession, necessary for Engineer to provide complete, competent services to the District.

The interpretation of codes and regulations may vary within local jurisdictions and may require input from these authorities having jurisdiction over the project. During the permit processing phase, specific interpretations of these codes and resolutions may be made by local authorities that can impact the cost and/or scheduling of the Construction Project and which are largely outside the control of the Engineer, including but not limited to:

1. The application to the construction project of codes and/or after regulatory criteria not published or enacted at the time the WA between the Engineer and the District was entered into,
2. Changes in agency staff, conflict or changes in official interpretations of existing codes and regulations, or the application of a particular code or regulation to the Construction Project, made after the WA was entered into, or
3. Conflicting interpretations of agency inspectors or representatives during or after construction of the Construction Project.

In the event of the occurrence of any of the above-described interpretations, the District may not rely upon any existing contract documents as a basis for it to proceed, with any activity that will cause the District to incur costs or liability above those set forth in the Engineer's cost estimates, prior to receipt of permits or agency approvals.

DISTRICT RESPONSIBILITIES

The District shall:

1. Furnish all permit and governmental inspection fees.
2. The District Manager is authorized to act as the District's representative, for the services to be performed under this Agreement, who shall have the authority to transmit instructions, receive information, interpret and define the policies and decisions of the District with respect to those materials, equipment, elements and systems pertinent to the Engineer's services, except as limited by those special conditions for invoicing items necessary to perform the services, that are ordered or purchased by the Engineer and are furnished by the District under the section entitled "Fees to be Paid".

TIME OF PERFORMANCE

The Engineer shall provide those professional services described in the above Scope of Services, until this Agreement is terminated in accordance with the terms of this Agreement described below.

FEES TO BE PAID

1. Professional Services:

   In consideration of the performance of the services set forth in items 1 through 13 of the Scope of Services, or for such additional services as may be agreed to in writing by both parties, the Engineer shall be compensated on the actual hours worked, in accordance with the rate table set forth on **Exhibit B.**

   In addition, the Engineer shall be reimbursed for direct non-salary expenses at cost, including, but not limited to, testing of materials, and subsurface explorations, equipment rental, automobile travel, per State of Florida mileage rates, printing and reproduction, plus Florida sales taxes, if applicable.

2. Litigation Support Services:

   When requested by the District to assist in any litigation as an expert witness or in any other professional manner, the fee paid the Engineer for such service shall be the fee set forth in **Exhibit B**, which is a reasonable fee, which need not be limited by the finding of any Court concerning the adequacy or inadequacy of the fee.

Invoices for services rendered shall be prepared monthly and submitted to the District for review and payment. The District will pay invoices in accordance with the Florida Prompt Payment Act.

All bills and invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

All bills and invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

In no event shall the Engineer be permitted to discontinue or slow down service for any project under this Agreement for any reason whatsoever, without the written approval of the District.

If items are to be sublet, confirmed, certified, or updated, the Engineer shall order the work after receiving the approval of the District. No change in the list of subcontractors submitted as part of Engineer's proposal shall be made without the prior review and approval of the District.

When the Engineer is assisting the District in the applications for permits, or other approvals, the Engineer's fee for such services will not be contingent upon final approval or denial.

PROJECT REVIEW SERVICES

When the Engineer is required to perform services on a Construction Project site that include evaluating the conditions of items such as paving, structural, architectural, building envelope, roofing, mechanical and/or electrical systems, the Engineer's services are limited to the identification of observable conditions only. Systems not visible from within the building envelope or from accessible exterior elements of the project are not part of the Engineer's observations. Review of these systems by the Engineer will occur only when specific and detailed descriptions of the system to be evaluated and the manner in which access is to be provided are detailed in the WA.

SHOP DRAWING AND SAMPLING REVIEW

When required by the District to provide shop drawing and sample review services as part of the construction administration phase of a project, the Engineer's responsibilities shall be to review the quality and quantity of materials, drawings, methods and means of construction for conformance with the design criteria required in the contract documents.

ESTIMATES

Because the Engineer has no control over the cost of labor and materials, or competitive bidding and market conditions, all estimates of construction cost provided for herein are to be made on the basis of experience and qualifications. Accordingly, the Engineer does not guarantee the accuracy of such estimates when compared with a contractors' bid or the project construction cost.

TERMINATION

This Agreement may be terminated by the District's giving of 30 days advance written notice. Unless there is an active project that the Engineer is involved in or overseeing, this Agreement may be terminated by the Engineer's giving of 30 days advance written notice. If there is an active project that the Engineer is involved in or overseeing, then the Engineer may terminate this Agreement for all other services except for the active project by giving 30 days advance written notice. The Engineer will complete the active project or may negotiate with the District a mutually acceptable separation to account for any detriment or delays for the active project. The Engineer shall be paid the mutually agreed upon value of such services or portion of service completed prior to the date of termination and for any unpaid reimbursable expenses.

The District shall further have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer in conjunction with this Agreement. The Engineer may terminate this Agreement upon seven (7) days' notice in writing in the event the District has committed material breach of this Agreement. Non-payment of the Engineer's invoices in the manner required by this Agreement will be considered a material breach of this Agreement unless payment is being withheld due to Engineer's failure to perform.

PUBLIC RECORDS AND USE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, electronic data files, correspondence and contracts, as instruments of service are public records and shall be treated as such in accordance with Florida law. As required under Section 119.0701, Florida Statutes, the Engineer shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Engineer upon termination of this Agreement and 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 the information technology systems of the District. The drawings and specifications may be used by the District on other construction projects, additions to the construction project, or for completion of the construction project by others, provided that the Engineer will owe no duty to or have any liability to the District as to such other projects, or for use of the Engineer's designs for purposes other than as specifically designed in the project. The District agrees, to the fullest extent permitted by law, to release, indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of the District's reuse or modification of the documents. Nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.

PROHIBITION AGAINST CONTINGENCY FEES

The Engineer warrants that the Engineer has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that the Engineer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission' percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

TRUTH IN NEGOTIATION

In conformance with Section 287.055(5), Florida Statutes, a truth in negotiation certificate shall be executed by Engineer, and any contract price and any additions thereto approved by the District shall be adjusted to exclude any significant sums by which the District determines that the contract price was increased due to inaccurate, incomplete, or on-current wage rates and other factual unit costs. All such adjustments shall be made within 1 year following the end of the completion of the project for which such services were rendered.

AUDIT

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of 3 years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or 3 years after completion of all services under this Agreement.

NONDISCRIMINATION

The Engineer covenants and agrees that they shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin, or ancestry.

VERIFICATION OF EMPLOYMENT STATUS

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Pursuant to Section 448.095(2), Florida Statutes, Engineer represents that Engineer is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

If the District has a good faith belief that the Engineer has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Engineer otherwise complied with its obligations thereunder, the District shall promptly notify the Engineer and the Engineer will immediately terminate its contract with the subcontractor.

ANTI-HUMAN TRAFFICKING

Pursuant to Section 787.06, Florida Statutes, Engineer represents that in entering into this Agreement, the Engineer does not use coercion for labor or services as defined in the statute. The Engineer is required to provide an affidavit, signed by an officer or a representative of the Engineer with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may

not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Engineer represents that in entering into this Agreement, the Engineer has not been placed on the convicted vendor list within the last 36 months and, in the event that the Engineer is placed on the convicted vendor list, the Engineer shall immediately notify the District whereupon this Agreement may be terminated by the District.

SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, Engineer represents that in entering into this Agreement, the Engineer has not been designated as a "scrutinized company" under the statute and, in the event that the Engineer is designated as a "scrutinized company", the Engineer shall immediately notify the District whereupon this Agreement may be terminated by the District.

INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, losses or damages arising from the negligent acts, errors, or omissions of the Engineer, the Engineer's agents, or its employees, in the performance of professional services under this Agreement; provided, however, that the liability of the Engineer hereunder shall not exceed the minimum coverage limits as set out in the insurance requirements within this Agreement.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OF CONSULTANT OR ENGINEER OR DESIGN PROFESSIONAL PERFORMING PROFESSIONAL SERVICES IN CONNECTION WITH THIS AGREEMENT MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. The venue for any actions arising out of this Agreement shall be in the county the District located.

CLAIMS AND ATTORNEYS FEES

In the event of any claim or cause of action asserted by the District against the Engineer, the District agrees that such claims or causes of action shall be directed or asserted solely against the Engineer and not against any of Engineer's employees, officers or directors. In any claim or dispute arising from the performance of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and all related costs and expenses, including, without limitation, attorneys' fees and costs for all appeals and in bankruptcy proceedings.

STANDARD OF CARE

Because of the Engineer's many years of background and experience in design and construction, the Engineer is qualified to make recommendations and master designs which, in the Engineer's opinion, will meet the needs of the situation. These services will be performed to the best of the Engineer's reasonable skill and ability and commensurate with the economics of the situation.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

ARM'S LENGTH TRANSACTION.

This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

MODIFICATION TO THE TERMS OF THIS AGREEMENT

There is no modification or waiver of any of the terms and conditions herein unless agreed to in writing and signed by both parties.

NOTICE

Where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail or email to the other party at the addresses listed below and shall be deemed received upon actual receipt:

To the District:
c/o Rizzetta
3434 Colwell Ave., Ste. 200
Tampa, FL 33614
Attn: Scott Brizendine
sbrizendine@rizzetta.com

To Engineer:
Tampa Civil Design, LLC
17937 Hunting Bow Cir., Ste. 102
Lutz, FL 33558
Attn: Jennifer Hooker, VP
jennifer@tampacivil.com

ENTIRE AGREEMENT

This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date above.

Tampa Civil Design, LLC

_____
Name: Jennifer Hooker
Title: Vice President

Acacia Fields
Community Development District

_____
Kelly Evans
Chair of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the "**Affiant**"):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.

2. Affiant is the _____ (Title) of _____ (the "**Company**") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.

3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. Company intends to execute, renew, or extend a contract between Company and the Acacia Fields Community Development District.

5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

_____
Signature of Affiant

Sworn before me on _____ _____, 2025

_____
Notary Public Signature

_____
Notary Stamp

EXHIBIT "A"

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

DESIGN FIRM:	CLIENT:
Tampa Civil Design, LLC	Acacia Fields Community Development District
17937 Hunting Bow Circle – Ste 102	3434 Colwell Avenue, Suite 200
Lutz, FL 33558	Tampa, FL 33614

Project Name/Location:

Acacia Fields CDD – Interim District Engineer

Scope/ Intent and Extent of Services:

See Attachment "A"

Fee Arrangement:

See Attachment "B"

Retainer/Deposit Amount:

$N/A

Conditions/Exclusions:

The client will pay for all permit application, filing, impact and recording fees. Land Survey, GPR, CRAS, Geotechnical work, Landscape Architect, ES and Traffic Study are excluded but will be coordinated by us. **The Terms and Conditions found on the next page are part of this agreement.**

Tampa Civil Design, LLC	Acacia Fields Community Development District
Jennifer Hooker, VP	
Sign Date Jennifer Hooker Digitally signed by Jennifer Hooker DN: C=US, E=jennifer@tampacivil.com, O=Tampa Civil Design, CN=Jennifer Hooker Date: 2025.06.18 11:06:53-04'00'	Sign Date

ATTACHMENT A
SCOPE OF SERVICES
FOR
ACACIA FIELDS CDD – INTERIM DISTRICT ENGINEER

SCOPE OF SERVICES:

A. Tampa Civil will provide general engineering services to the District at the below rates. These services can include:

- Preparation of any necessary reports and attendance at meetings of the Board.
- Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
- Providing Professional Engineering services, including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:

- Periodic visits to the site
- Processing of Contractor's Pay Estimates
- Final Inspection and requested certificates for construction
- Consultation and Advice during construction including performing all roles and actions required of any construction contract between District and any contractors in which Engineer is names as Owners representative or "Engineer".

ATTACHMENT B

COMPENSATION

FOR

ACACIA FIELDS CDD – INTERIM DISTRICT ENGINEER

The CLIENT agrees to compensate the Professional (Hourly) for the services called for in Attachment A to this Agreement as follows:

A. General Engineering Services: $Hourly Rates Below

(*) SCHEDULE OF PAYMENT:

Invoices will be submitted to the client based on the percentage of completion of each task. Payment for services will be due within 30 days of invoice submittal. Should payment not be received, further services will be suspended. Any payments made with a credit card will include a 3% processing fee.

HOURLY RATES

Principal Engineer:	$300.00/hour
Project Manager:	$200.00/hour
Professional Engineer:	$200.00/ hour
Land Use Planner:	$160.00/hour
Project Engineer:	$160.00/hour
Construction Engineer:	$160.00/hour
Professional Surveyor:	$135.00/hour
CAD Technician:	$100.00/hour
Two Man Field Survey Crew:	$750/half day minimum $1,500 day
Construction Observer:	$120.00/hour
Clerical:	$90.00/hour