Síx Míle Creek Community Development District

October 19, 2022

# AGENDA

Six Mile Creek Community Development District 475 West Town Place Suite 114 St. Augustine, Florida 32092 www.SixMileCreekCDD.com

October 12, 2022

Board of Supervisors Six Mile Creek Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Six Mile Creek Community Development District will be held Wednesday, October 19, 2022 at 2:00 p.m. at the Renaissance World Golf Village Resort, 500 South Legacy Trail, St. Augustine, Florida 32092.

- I. Roll Call
- II. Audience Comments (regarding agenda items listed below)
- III. Approval of Minutes of the September 21, 2022 Meeting
- IV. Consideration of Resolution 2023-01, Delegated Award Resolution with Six Mile Investment Group, LLC
- V. Consideration of Memorandum of Understanding
- VI. Consideration of Supplemental Special Assessment Methodology Report
- VII. Consideration of Construction Proposals for Amenity Center Expansion (supporting document to be provided under separate cover)
- VIII. Other Business
  - IX. Staff Reports
    - A. Attorney
    - B. Engineer

Consideration of Requisitions 161 – 162
2020 Assessment Area 2, Phase 3A (East Parcel Phase 1)

2. Ratification of Requisition 155

2021 Capital Improvement Review Bonds, Assessment Area 3, Phase 1 (Phases 9 & 11)

Consideration of Requisitions 156 - 162
2021 Capital Improvement Review Bonds, Assessment Area 3, Phase 1 (Phases 9 & 11)

4. Consideration of Requisition 31 - 34 2021 Capital Improvement Revenue Bonds, Assessment Area 3, Phase 2 (Phase 10)

5. Ratification of Requisition No. 75 2021 Capital Improvement and Refunding Revenue Bonds (AA2, Phase 3B) (East Parcel Phase 2)

6. Consideration of Requisitions 76 - 82 2021 Capital Improvement and Refunding Revenue Bonds (AA2, Phase 3B) (East Parcel Phase 2)

- 7. Revised Change Orders #3 & #4 for ratification
- 8. Change Order #5 for consideration
- 9. Ratification of Work Authorization No. 60 Amendment No. 2
- 10. Work Authorization No. 70 for consideration
- C. Manager
- D. Operations / Amenity Manager Report
- X. Supervisor's Requests and Audience Comments
- XI. Financial Reports
  - A. Balance Sheet as of September 30, 2022 and Statement of Revenues and Expenses for the Period Ending September 30, 2022
  - B. Assessment Receipt Schedule
  - C. Check Register
- XII. Next Scheduled Meeting November 16, 2022 @ 2:00 p.m.
- XIII. Adjournment

# MINUTES

#### MINUTES OF MEETING SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Six Mile Creek Community Development District was held on Wednesday, September 21, 2022 at 2:10 p.m. at the Renaissance World Golf Village Resort, 500 South Legacy Trail, St. Augustine, Florida.

Present and constituting a quorum were:

| Gregg Kern                          | Chairman      |
|-------------------------------------|---------------|
| Mike Taylor (by phone, joined late) | Vice Chairman |
| Darrin Glynn                        | Supervisor    |
| Wendy Hartley                       | Supervisor    |

Also, present were:

| Jim Oliver         |  |
|--------------------|--|
| Wes Haber by phone |  |
| Zach Brecht        |  |
| Alex Boyer         |  |
| Joe Cornelison     |  |

District Manager District Counsel District Engineer Operations Manager GreenPoint

The following is a summary of the discussions and actions taken at the September 21, 2022 Six Mile Creek Community Development District's regular Board of Supervisor's Meeting.

#### FIRST ORDER OF BUSINESS

Mr. Oliver called the meeting to order at 2:10 p.m. Three Supervisors were in attendance at the meeting constituting a quorum. Mr. Taylor joined the meeting by phone at 2:30.

#### SECOND ORDER OF BUSINESS

Mr. Oliver explained the comment protocol for audience comments and opened the floor to audience members. There were no audience comments.

#### **Roll Call**

**Audience Comments** 

#### THIRD ORDER OF BUSINESS

#### **Affidavit of Publication**

Mr. Oliver noted the public hearings were published in the St. Augustine Record on August 24 and August 31, 2022.

#### FOURTH ORDER OF BUSINESS

# Approval of Minutes of the August 17, 2022 Meeting

Mr. Oliver asked for any comments or changes to the August 17, 2022 meeting minutes. The Board had no changes to the minutes.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, the Minutes of the August 17, 2022 Meeting, were approved.

# FIFTH ORDER OF BUSINESS Assessment Hearing for Expansion Parcel A. Consideration of Resolution 2022-19, Levying Assessments on 2022 Expansion Parcel

Mr. Oliver stated the public hearing will discuss the parcel and the resolutions.

Mr. Haber discussed the resolution to levy assessments on the second expansion parcel. This parcel will be assessed to secure the last issuance of bonds. Mr. Oliver added that everyone pays assessments on your property and the expansion parcel has been annexed into the District and this will ensure these properties pay assessments.

Mr. Haber asked for a motion to open the hearing.

On MOTION by Mr. Kern, seconded by Mr. Glenn, with all in favor, Opening the Public Hearing, was approved.

Mr. Oliver asked for public comments. A resident asked for clarification for current homeowners this will not affect the CDD bond assessment. Mr. Oliver replied that was correct.

Mr. Oliver asked for a motion to close the hearing.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, Closing the Public Hearing, was approved.

Mr. Haber asked for a motion to adopt the Resolution 2022-19.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, Resolution 2022-19, Levying Assessments on the 2022 Expansion Parcel, was approved.

#### SIXTH ORDER OF BUSINESS

# Consideration of Resolution 2022-20, Adopting Notice of RFP and Evaluation Criteria for TrailMark East Parcel Phase 3 Construction

The District Engineer explained Resolution 2022-20. This will advertise the work to be done on October 3, 2022 and will be due back by November 3, 2022. This will allow selection for a contractor in the November meeting.

On MOTION by Mr. Kern, seconded by Mr. Glenn, with all in favor, Resolution 2022-20, Adopting Notice of RFP and Evaluation Criteria for TrailMark East Parcel Phase 3 Construction, was approved.

#### SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-21, Ratifying Notice of RFP and Evaluation Criteria for TrailMark Amenity Center Expansion Construction

Mr. Oliver stated this was a ratification to elicit proposals to bring back to the public meeting to consider and rank the proposals. Mr. Haber added the RFP documents are already out and notices have been published.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, Resolution 2022-21, Ratifying Notice of RFP and Evaluation Criteria for TrailMark Amenity Center Expansion Construction, was ratified.

#### **EIGHTH ORDER OF BUSINESS**

# Matters Related to Issuance of Series 2022 Bonds: (under separate cover)

# A. Consideration of Resolution 2022-22, Declaring Special Assessments

Mr. Oliver reviewed the two Resolutions. Mr. Haber gave an overview of the process. He added this resolution begins the process of levying assessments for a series of bonds to be issued later this year. These assessments for the underdevelopment property and these will not impact

current homeowners in the community. This will cover the three areas that are contained in the maps.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, Resolution 2022-22 Declaring Special Assessments, was approved

# B. Consideration of Resolution 2022-23, Setting Date & Location of Assessment Hearing

Mr. Oliver reviewed the process requires a public hearing. Mr. Haber added notices will be sent to property owners subject to the assessment as well as published notices in the newspaper. Mr. Haber suggested the public hearing be held at the November 16<sup>th</sup> meeting.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, Resolution 2022-23, Setting Date and Location of Assessment Hearing for November 16, 2022 at 2:00 p.m. in the Same Location, was approved

# NINTH ORDER OF BUSINESS

Consideration of Envera Change Order for 4k Cameras at Reverie

Mr. Haber stated this will need approval and authorization by the Chair. Mr. Kern added this will upgrade the camera at Reverie. It was noted there is no cost for the District for this upgrade.

\**Mr. Taylor joined the meeting by phone at this time.* 

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, the Envera Change Order for 4K Cameras at Reverie, was approved.

#### **TENTH ORDER OF BUSINESS**

There being none, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS**

# A. Attorney

Mr. Haber noted there were no further reports.

**Staff Reports** 

# **Other Business**

# **B.** Engineer

- 1. Consideration of Requisitions 153 154 2021 Capital Improvement Review Bonds, Assessment Area 3, Phase 1 (Phases 9 & 11)
- 2. Consideration of Requisition 29 30 2021 Capital Improvement Revenue Bonds, Assessment Area 3, Phase 2 (Phase 10)
- 3. Consideration of Requisitions 68 74 2021 Capital Improvement and Refunding Revenue Bonds (AA2, Phase 3B) (East Parcel Phase 2)

Mr. Brecht reviewed the requisitions to be considered by the Board. He added the total is \$2,750,008.40.

On MOTION by Mr. Kern, seconded by Mr. Weatherly, with all in favor, the Requisition Summary, was approved as presented.

# 4. Consideration of Work Authorization No. 68, 2022/2023 General Consulting Engineering Services

Mr. Brecht stated this work authorization was for consulting services for engineer services.

This is estimated at \$16,000.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, Work Authorization No. 68, was approved.

# 5. Consideration of Work Authorization No. 69 Proposal Documents and RFP Process for TrailMark East Parcel Phase 3 Construction Services

Mr. Brecht stated this work authorization is for ETM to prepare the bid documents for the

TrailMark East Parcel Phase 3 Construction services. He added this is for \$10,000

On MOTION by Mr. Kern, seconded by Mr. Glenn, with all in favor, Work Authorization No. 69, was approved.

# 6. Consideration of Change Orders 2 – 4 (Besch & Smith) East Parcel Phase 2

Mr. Brecht reviewed the Change Order 2-4 for East Parcel Phase 2 and adds 60 days to the contract. It was clarified that Change Order #3 was for plan revisions to the stormwater management facilities for overall paving and drainage plan.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, Change Orders 2-4 for Besch & Smith For East Parcel Phase 2, were approved as presented.

#### 7. Ratification of Change Orders 4 – 6 (JUM) TrailMark Phase 11

# 8. Consideration of Change Orders 7 – 9 (JUM) TrailMark Phase 11

Mr. Brecht gave an overview of Change Orders #4-9. These provide for an increase in cost and contract days, additional storm drains, increases for roadway construction, additional weather days to contract, and an increase in contract based on additional roadway maintenance.

On MOTION by Mr. Kern, seconded by Mr. Glenn, with all in favor, Change Orders 4-6 (JUM) TrailMark Phase 11 and Change Orders 7-9 (JUM) TrailMark Phase 11, were approved.

# C. Manager

Mr. Oliver stated there was no further updates. Mr. Oliver did add that no one (Is this correct that no one qualified?) qualified for 2 seats so there will be 2 new resident Supervisors that will join the Board in November.

# **D.** Operations / Amenity Manager

# 1. Report

Mr. Boyer reviewed the Operations/Amenity Manager Report items. He presented the repairs, issues, and on-going maintenance plan. He noted \$18,000 has been paid out for the pump system. Mr. Kern asked if there was an irrigation map or site plan that identifies pond locations. He asked that be prepared and included in the report for the Board to help understand the pump locations. Mr. Boyer will prepare a more detailed report for the Board. The Board asked about not running pumps when it's raining to save on costs. Discussion ensued on how to run the pumps for savings.

# 2. Brightview Amendment #1 to Add Phase 9 Ponds to Contract

Mr. Boyer reviewed the proposal, and the additional cost is \$8,000 for the entire year for maintaining pond banks. Mr. Kern noted he would approve the proposal but wanted to request have District Counsel provide a formal amendment to the current landscape agreement.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, the Amendment #1 to Add Phase 9 Ponds to Contract, was approved as presented.

#### 3. Kayak Launch Light Replacements

Mr. Boyer reviewed the discussion for light replacement. He reviewed the proposal for the connection to the panel for electricity. This is for \$10,444. He clarified the electrical meter was installed at this point.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, the Proposal for Kayak Launch Light Repairs, was approved.

#### 4. Proposal for Fan Replacement for Camp House

Mr. Boyer reviewed the fan replacement proposals. These are in need of upgrades. The first proposal is just replacing fans with a 12 foot and 8-foot fan and does not include removal or electrical work and timers is for \$18,000 for up to 6 -8-week turnaround time. The 2<sup>nd</sup> proposal is for fans, removal, electrical work and add digital control system to set timers. This proposal is for just over \$28,000. He suggested this 2<sup>nd</sup> proposal. Mr. Taylor added a few comments about the quality and specifics of the fans. Discussion ensued on the safety and the specifics of location. The difference in the two proposals were discussed and the digital timer controls. It was discussed to add the controls later. Mr. Kern asked how this would be funded and Mr. Taylor suggested discussion of the budget is needed to determine. Mr. Oliver noted there was a \$24,000 surplus in the general fund that can be moved to a specific line item if needed.

After discussion the Board agreed to approve the proposal with a not to exceed amount of \$21,000. Mr. Haber noted this can just be direction from the Board.

Mr. Boyer continued review of the updates on projects. Ms. Hartley had a question on the official closing date of the pool. Mr. Boyer noted because we do not have lights, we open 30 minutes after sunrise and close 30 minutes prior to sunset. She asked who took the cones out of the pool gate. Mr. Boyer added that we remove it when there is no longer a staff member on site to monitor. He added there is still full access.

#### **TWELFTH ORDER OF BUSINESS**

#### Supervisor's Requests and Audience Comments

Supervisor Kern commented on the attendance at the meeting and clarified the CDD function for the community and the HOA responsibilities. He added the CDD Board did not have involvement with the HOA or the builders. This was clarified for the answers for the comment period and time frame for comments.

Mr. Kern gave dates and explanations for HOA annual and budget meetings. He added notices should be given by the builders.

Residents commented on lack of pool cleaning maintenance and the mold issue, concerns about responsibilities and process for addressing concerns, continuing sulfur smell, ADA compliance, project updates, bonds, amenity expansion construction and improvements, budget planning, Trailmark lift station, possibility of pool heating, Reverie amenity center design improvements directed to Dream Finders Homes, infrastructure improvements, responsibility for answers to issues at websites, FAQ posted, security cameras on TrailMark, vandalism, walkways designs at the end if cul'd sacs, request for pool design to post at amenity center, question for change of vendor for pool cleaning, and security gates.

#### THIRTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet as of August 31, 2022 and Statement of Revenues and Expenses for the Period Ending August 31, 2022

Mr. Oliver presented the financials through August 31<sup>st</sup> to the Board, noting there was no action needed. He added the audit will begin after the fiscal year.

#### **B.** Assessment Receipt Schedule

Mr. Oliver noted that they were fully collected at this time.

#### C. Check Register

Mr. Oliver presented the check register and asked for a motion to approve.

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, the Check Register, was approved.

# FOURTEENTH ORDER OF BUSINESS

# Next Scheduled Meeting – October 19, 2022 at 2:00 p.m.

Mr. Oliver noted that the next regular meeting date will be October 19, 2022, at 2:00 p.m. at their current location.

# FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kern, seconded by Ms. Hartley, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

#### **RESOLUTION 2023-01**

A RESOLUTION OF SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2007-14 BY AUTHORIZING THE ISSUANCE OF ITS SIX MILE CREEK **COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT** AND REFUNDING REVENUE BONDS, SERIES 2022 (2022 PROJECT) IN ONE OR MORE INSTALLMENTS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$14,500,000 FOR THE PURPOSE OF ACOUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS AND REFUNDING A PORTION OF THE OUTSTANDING SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT CAPITAL **IMPROVEMENT REVENUE BONDS, SERIES 2016B (ASSESSMENT** AREA 2); DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT. SUBJECT TO **COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE** AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO FMSBONDS. INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER ONE OR MORE BOND PURCHASE CONTRACTS AND APPROVING THE FORM **THEREOF: APPROVING** THE FORM OF AND AUTHORIZING THE EXECUTION OF SUPPLEMENTAL TRUST INDENTURES; APPROVING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH BONDS; MAKING **CERTAIN FINDINGS:** APPROVING THE FORM OF SUCH BONDS: APPROVING THE FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF **CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REOUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS** WITH RESPECT TO SAID BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Six Mile Creek Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution 2007-14 (the "Bond Resolution") authorized the issuance of its not exceeding \$171,000,000 principal amount of its special assessment revenue bonds (the "Bonds") in separate series for the purposes set forth in said Bond Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the Bond Resolution; and

WHEREAS, pursuant to Resolution No 2007-21, adopted by the Governing Body of the District on May 17, 2007, the District has previously issued and sold \$47,820,000 of its Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2007 (the "Original 2007 Bonds") as an issue of Bonds under the Master Indenture, dated as of July 1, 2007, by and between the District and U.S. Bank Trust Company, National Association (formerly U.S. Bank National Association), as trustee (the "Trustee") (the "Master Indenture") and a First Supplemental Indenture, dated as of July 1, 2007 (the "Original First Supplemental Indenture"), from the District to the Trustee, in order to secure the issuance of the Original 2007 Bonds and to set forth the terms of the Original 2007 Bonds; and

WHEREAS, pursuant to the Master Indenture and an Amended and Restated First Supplemental Trust Indenture, dated as of November 20, 2014 (the "Amended and Restated First Supplemental Indenture"), the District bifurcated the Original 2007 Bonds into two series of Bonds, consisting of its Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2014A (the "2014A Bonds") and the balance of the Original 2007 Bonds; and

WHEREAS, pursuant to Resolution No. 2015-11 adopted by the Governing Body of the District on November 19, 2014 (the "2014 Authorizing Resolution") and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture, dated as of April 1, 2015, the District issued its \$3,165,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Refunding Bonds, Series 2015 (Assessment Area 1) (the "2014 Bonds") as an issue of Bonds under the Master Indenture for the purpose of refunding the 2014A Bonds; and

WHEREAS, pursuant to Resolution No. 2016-06 adopted by the Governing Body of the District on April 5, 2016 (the "2016 Authorizing Resolution") and the Master Indenture, as supplemented by a Third Supplemental Trust Indenture, dated as of April 1, 2016, the District issued its \$7,315,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2016A (Assessment Area 2) (the "2016A Bonds") as an issue of Bonds under the Master Indenture for the purpose of financing a portion of the Capital Improvement Plan; and

WHEREAS, pursuant to the 2016 Authorizing Resolution and the Master Indenture, as supplemented by a Fourth Supplemental Trust Indenture, dated as of April 1, 2016, the District also issued its \$6,720,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2016B (Assessment Area 2) (the "2016B Bonds") as an issue of Bonds under the Master Indenture for the purpose of financing a portion of the Capital Improvement Plan; and

WHEREAS, pursuant to Resolution No. 2017-12 adopted by the Governing Body of the District on July 19, 2017 (the "2017 Authorizing Resolution") and the Master Indenture, as supplemented by a Fifth Supplemental Trust Indenture, dated as of December 1, 2017, the District issued its \$10,620,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2017A (Assessment Area 2, Phase 2) (the "2017A Bonds") as an issue of Bonds under the Master Indenture, for the purpose of financing a portion of the Capital Improvement Plan; and

WHEREAS, pursuant to the 2017 Authorizing Resolution and the Master Indenture, as supplemented by a Sixth Supplemental Trust Indenture, dated as of December 1, 2017, the District also issued its \$3,980,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2017B (Assessment Area 2, Phase 2) (the "2017B Bonds") as an issue of Bonds under the Master Indenture for the purpose of financing a portion of the Capital Improvement Plan and refunding a portion of the 2016B Bonds; and

WHEREAS, pursuant to Resolution No. 2020-08 adopted by the Governing Body of the District on January 15, 2020 (the "2020 Authorizing Resolution") and the Master Indenture, as supplemented by a Seventh Supplemental Trust Indenture, dated as of June 20, 2020, the District issued its \$7,200,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2020 (Assessment Area 2, Phase 3A) as an issue of Bonds under the Master Indenture, for the purpose of financing a portion of the Capital Improvement Plan and refunding a portion of the 2016B Bonds; and

WHEREAS, pursuant to the 2020 Authorizing Resolution and the Master Indenture, as supplemented by an Eighth Supplemental Trust Indenture, dated as of February 1, 2021, the District also issued its \$10,150,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 1) as an issue of Bonds under the Master Indenture for the purpose of financing a portion of the Capital Improvement Plan; and

WHEREAS, pursuant to Resolution No. 2021-20 adopted by the Governing Body of the District on September 15, 2021 (the "2021 Authorizing Resolution") and the Master Indenture, as supplemented by a Ninth Supplemental Trust Indenture, dated as of November 1, 2021, the District issued its \$8,250,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021 (Assessment Area 2, Phase 3) as an issue of Bonds under the Master Indenture, for the purpose of financing a portion of the Capital Improvement Plan and refunding a portion of the 2016B Bonds; and

WHEREAS, pursuant to the 2021 Authorizing Resolution and the Master Indenture, as supplemented by a Tenth Supplemental Trust Indenture, dated as of November 1, 2021, the District also issued its \$2,640,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 2) as an issue of Bonds under the Master Indenture for the purpose of financing a portion of the Capital Improvement Plan; and

WHEREAS, the District now desires to supplement the Bond Resolution, to authorize the issuance of and award the sale of its Capital Improvement and Refunding Revenue Bonds, Series

2022 (2022 Project) (the "2022 Bonds") in one or more installments, in an aggregate principal amount not exceeding \$14,500,000, to approve the form of Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2022 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from FMSbonds, Inc. (the "Underwriter") a proposal in the form of a Bond Purchase Contract (the "Contract") for the purchase of the 2022 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2022 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, as follows:

**SECTION 1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

**SECTION 2.** Authorization. There is hereby authorized to be issued the 2022 Bonds in an aggregate principal amount not exceeding \$14,500,000. The 2022 Bonds shall be issued in one or more installments, each under and secured by the Master Indenture as supplemented by a Supplemental Trust Indenture by and between the District and the Trustee (each a "Supplemental Indenture" and collectively the "Supplemental Indentures"; the Master Indenture and the applicable Supplemental Indentures are referred to collectively as the "Indenture"). The proceeds of the 2022 Bonds shall be used for the purposes set forth in the applicable Supplemental Indenture and the applicable Limited Offering Memorandum (hereinafter defined). If the 2022 Bonds are issued in multiple installments, each such installment shall be designated a separate series or subseries, and any installment issued after calendar year 2022 shall include in such designation the actual calendar year of issuance.

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

**SECTION 4.** Negotiated Sale. The Board hereby determines that a negotiated sale of the 2022 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2022 Bonds at presently favorable interest rates, and because the nature of the security for the 2022 Bonds and the sources of payment of debt service on the 2022 Bonds require the participation of an underwriter in structuring the bond issue.

**SECTION 5.** Contract Approved. The Board hereby approves the form of the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. In connection with each installment of the 2022 Bonds, the Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the aggregate principal amount of the 2022 Bonds shall not exceed \$14,500,000; (ii) the true interest cost of each installment of the 2022 Bonds will not exceed the maximum rate permitted by law; (iii) the Underwriter's discount shall not exceed two percent (2%) of the principal amount of the 2022 Bonds; (iv) if the 2022 Bonds are subject to optional redemption, which determination will be made on or before the sale date of the applicable installment of the 2022 Bonds, the first optional call date and the redemption price shall be as set forth in the Contract; (v) the final maturity of the 2022 Bonds shall be no later than the maximum maturity allowed under applicable Florida law; and (vi) unless extended by further action of the Board, all installments of the 2022 Bonds shall be issued not later than December 31, 2024.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of each installment of the 2022 Bonds, with such insertions, modifications and changes as the Chairman or Vice Chairman shall approve. The Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum for each installment of the 2022 Bonds is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of such 2022 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of such 2022 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2022 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2022 Bonds.

**SECTION 7. Form of 2022 Bonds**. The 2022 Bonds of each installment shall be in substantially the form as set forth in the exhibit to the Supplemental Indentures, with such additions, deletions and other changes thereto as the officials of the Board executing the 2022 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2022 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2022 Bonds.

**SECTION 8. Continuing Disclosure Agreement**. The form of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2022 Bonds attached hereto as **Exhibit D** is hereby approved. Government Management Services, LLC, is hereby approved as the Dissemination Agent under the Disclosure Document. In connection with the issuance of each installment of the 2022 Bonds, the Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the applicable Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

**SECTION 9.** Application of 2022 Bond Proceeds. Proceeds of the 2022 Bonds, shall be applied as provided in the applicable Supplemental Indenture.

**SECTION 10. Open Meetings**. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2022 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

**SECTION 11. Other Actions**. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Kutak Rock LLP, the District's Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2022 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

**SECTION 12. Other Agreements and Reports**. The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners of lands within the District as shall be necessary or desirable in connection with the issuance and delivery of the 2022 Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein. The District further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsel to the District of such engineering, assessment and other reports and supplements thereto as shall be necessary

or desirable in connection with the marketing, sale, issuance and delivery of the Series 2022 Bonds and the consummation of all transactions in connection therewith.

**SECTION 13.** Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the 2022 Bonds are hereby approved, confirmed and ratified.

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

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

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

ADOPTED this 19<sup>th</sup> day of October, 2022.

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_\_

Chairman

[SEAL] Attest:

By:

Secretary

Exhibits A-Supplemental Indentures B-Bond Purchase Contract C-Preliminary Limited Offering Memorandum D-Disclosure Document ELEVENTH SUPPLEMENTAL TRUST INDENTURE

# BETWEEN

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

AND

# U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION As Trustee

Dated as of November 1, 202\_

Authorizing and Securing

**S** SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2022 (2022 PROJECT AREA)

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THIS ELEVENTH SUPPLEMENTAL TRUST INDENTURE (the "Eleventh Supplemental Indenture"), dated as of November 1, 202\_, between Six Mile Creek Community Development District (the "Issuer" or the "District"), 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 (formerly U.S. Bank National Association), a national banking association duly organized and existing under the laws of the United States of America, as successor trustee to Regions Bank (said banking association and any bank or trust company becoming successor trustee under this Eleventh Supplemental Indenture being hereinafter referred to as the "Trustee");

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the District is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), 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 District; and

WHEREAS, the District has entered into a Master Trust Indenture, dated as of July 1, 2007 (the "Master Indenture") with the Trustee to secure the issuance of its Six Mile Creek Community Development District Capital Improvement Revenue Bonds, issuable in one or more series from time to time; and

WHEREAS, pursuant to Resolution 2007-14, adopted by the Board of Supervisors of the District (the "Governing Body") on March 30, 2007 (as supplemented by the Award Resolution hereinafter defined, the "Bond Resolution"), the District authorized the issuance, sale and delivery of not to exceed \$171,000,000 of its Six Mile Creek Community Development District Capital Improvement Revenue Bonds (the "Bonds"), to be issued in one or more Series of Bonds from time to time as authorized under the Master Indenture, which Bonds were validated by final judgment of the Circuit Court of St. Johns County, Florida on May 16, 2007; and

WHEREAS, pursuant to Resolution No. 2016-06 adopted by the Governing Body of the District on April 5, 2016 (the "2016 Authorizing Resolution") and the Master Indenture, as supplemented by a Fourth Supplemental Trust Indenture, dated as of April 1, 2016, the District also issued its \$6,720,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2016B (Assessment Area 2) (the "2016B Bonds") as an issue of Bonds under the Master Indenture for the purpose of financing a portion of the Capital Improvement Plan; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2007-12, on March 30, 2007, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and, stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition, construction and installation of the Capital Improvement Program (the "Preliminary Assessment Resolution") and the Governing Body of the District duly adopted Resolution No. 2007-18, on June 21, 2007, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments on the benefited property (collectively, the "Assessment Resolution"); and

WHEREAS, pursuant to Resolution No. 2022-\_\_\_\_ adopted by the Governing Body of the District on October 19, 2022 (the "2022 Authorizing Resolution") and the Master Indenture, as supplemented by this Eleventh Supplemental Trust Indenture, the District also authorized the issuance of \$\_\_\_\_\_\_ initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds") as an issue of Bonds under the Master Indenture, and has authorized the execution and delivery of this Eleventh Supplemental Trust Indenture to secure the issuance of the 2022 Bonds and to set forth the terms of the 2022 Bonds; and

WHEREAS, the District will apply the proceeds of the 2022 Bonds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the Capital Improvement Program (hereinafter the "2022 Project"); (ii) refund a portion of the outstanding 2016B Bonds; (iii) pay interest on the 2022 Bonds through November 1, 2023; (iv) pay certain costs associated with the issuance of the 2022 Bonds; and (v) fund the 2022 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the 2022 Bonds and of this Eleventh Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the 2022 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Eleventh Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2022 Trust Estate (as defined below, which is a "Series Trust Estate" for purposes of the Master Indenture) have been done;

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

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the 2022 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all 2022 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Eleventh Supplemental Indenture and in the 2022 Bonds: (a) has executed and delivered this Eleventh Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture, as amended hereby, and the provisions of the Master Indenture pertaining to the application thereof

for or to the purposes and on the terms set forth in the Master Indenture as amended hereby the revenues derived by the District from the 2022 Assessments pledged to the 2022 Bonds (the "2022 Pledged Revenues") and the Funds and Accounts established for the 2022 Bonds, including, without limitation, the 2022 Reserve Account (except for the 2022 Rebate Account) established by the Master Indenture as amended hereby (the "2022 Pledged Funds and Accounts") (collectively, the "2022 Trust Estate");

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

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Indenture, in the case of the 2022 Bonds upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the 2022 Bonds issued or to be issued under and secured by the 2022 Trust Estate under this Eleventh Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one 2022 Bond over any other 2022 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the 2022 Bonds or any 2022 Bond of a particular maturity issued, secured and Outstanding under this Eleventh Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the 2022 Bonds and this Eleventh Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 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 of the Indenture, then upon such final payments, this Eleventh Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all 2022 Bonds or any 2022 Bond of a particular maturity, otherwise this Eleventh Supplemental Indenture shall remain in full force and effect;

THIS ELEVENTH SUPPLEMENTAL TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all 2022 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Indenture expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the 2022 Bonds, as follows:

#### **ARTICLE I**

#### DEFINITIONS

SECTION 1.01 Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Authorized Denomination" shall mean, with respect to the 2022 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof, provided, however, if any initial beneficial owner of 2022 Bonds does not purchase at least \$100,000 of the 2022 Bonds at the time of initial delivery of the 2022 Bonds, such beneficial owner must 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 Depository" shall mean the securities depository from time to time under Section 2.01 hereof, which may be the District.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds 2022 Bonds as securities depository.

"Capital Improvement Program" shall mean the program of assessable capital improvements established by the District in the Assessment Proceedings described in the Master Indenture, as amended from time to time, a portion of which comprises the 2022 Project.

"Capitalized Interest" shall mean interest due or to become due on the 2022 Bonds, which will be paid, from the proceeds of the 2022 Bonds.

"Collateral Assignment" shall mean that certain Collateral Assignment and Assumption of Development Rights Relating to the 2022 Project and dated as of \_November \_\_, 2022 between the District and the Landowner, as amended from time to time.

"Completion Agreement" shall mean the Agreement Between the Six Mile Creek Community Development District and Six Mile Creek Investment Group, LLC Regarding the Completion of Certain Improvements, dated April 29, 2016, as such agreement may be supplemented with respect to the 2022 Project and modified from time to time.

"Connection Fees" shall mean amounts received by the District from St. Johns County, Florida (the "County") as the result of repayment of connection fees or impact fees received by the County in respect of transmission components of water and sewer facilities financed by the District as a part of the Capital Improvement Program.

"Continuing Disclosure Agreement" shall mean the continuing disclosure agreement for the benefit of the owners of the 2022 Bonds, to be entered into among the District, the Landowner and Government Management Services, Inc., as dissemination agent, and for limited purposes, agreed to and acknowledged by the Trustee, dated November \_\_\_\_, 2022 in connection with the issuance of the 2022 Bonds.

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

"Government Obligations" shall mean direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" shall mean the Master Indenture, as amended and supplemented by this Eleventh Supplemental Indenture.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2023.

"Landowner" shall mean Six Mile Creek Investment Group, LLC.

"Master Indenture" shall mean the Master Trust Indenture, dated as of July 1, 2007 from the District to the Trustee, as previously amended and supplemented.

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

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

"Redemption Date" shall mean, in the event that the 2022 Bonds are to be redeemed in part, each Quarterly Redemption Date, or, in the event that the 2022 Bonds are to be redeemed in full, any date.

"Refunded 2016B Bonds" shall mean all of the outstanding 2016B Bonds.

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots planned for the 2022 Assessment Area are developed and platted as certified in writing by the Consulting Engineer; (ii) all of the platted single-family residential lots within the 2022 Assessment Area have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding 2022 Bonds.

"Substantially Absorbed" shall mean the date on which a principal amount of the 2022 Special Assessments equaling seventy five percent (75%) of the then-Outstanding principal amount of the 2022 Bonds are levied on tax parcels with respect to which a certificate of occupancy has been issued for a structure thereon.

"2022 Assessment Area" shall mean the properties described on Exhibit A hereto.

"2022 Assessments" shall mean the Assessments on the tax parcels identified on the tax roll attached as Exhibit A and corresponding to the 2022 Bonds.

"2022 Assessment Principal" shall mean the principal portion of the 2022 Assessments.

"2022 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the 2022 Assessments, including, but not limited to Resolutions No. 2022-\_\_, 2023-\_\_, 2023-\_\_ and 2023-\_\_, adopted on September 21, 2022, November \_\_, 2022, \_\_\_\_, 2022, and \_\_\_\_\_, 2022, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the 2022 Assessments.

"2022 Bonds" shall mean \$\_\_\_\_\_ Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area).

"2022 Investment Obligations" shall mean the investments described on Exhibit C hereto.

"2022 Pledged Revenues" shall mean all revenues received by the District from the 2022 Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2022 Assessments or from the issuance and sale of tax certificates with respect to such 2022 Assessments; provided, however, that 2022 Pledged Revenues shall not include (A) any moneys transferred to the 2022 Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (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) and (B) of this proviso).

"2022 Prepayment Principal" shall mean the excess amount of 2022 Assessment Principal received by the District over the 2022 Assessment Principal included in an 2022 Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the 2022 Assessment Proceedings. Anything herein or in the Indenture to the contrary notwithstanding, the term 2022 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"2022 Project" shall mean the planning, financing, acquisition, construction, reconstruction, equipping and installation of certain infrastructure improvements consisting of roadway improvements, stormwater management facilities, entry and landscape improvements, community recreation facilities, water and sewer facilities, wetland mitigation and off-site improvements pursuant to the Act for the special benefit of the District Lands, which comprise a portion of the Capital Improvement Program, as described in the Six Mile Creek CDD Supplemental Engineer's Report for Series 2022 AA2-3C, AA3-3 & AA3-4 Capital Improvements, prepared by England Timms & Miller, Inc., as District Engineer, and adopted by the District Engineer in an Engineer's Report approved by the District.

"2022 Reserve Account Requirement" shall mean (i) initially, an amount equal to the maximum annual Debt Service Requirement for the 2022 Bonds and (ii) upon satisfaction of the Reserve Account Release Conditions, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the 2022 Bonds. Such maximum annual Debt Service

Requirement shall be re-determined by the Trustee upon any optional prepayment by the owner of a lot or parcel of land of a 2022 Special Assessment against such lot or parcel as provided in Section 4.03(a). The 2022 Reserve Account Requirement is initially \$

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the forms of 2022 Bonds), refer to the entire Indenture.

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

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

[End of Article I]

#### **ARTICLE II**

#### AUTHORIZATION, ISSUANCE AND PROVISIONS OF 2022 BONDS

SECTION 2.01 Authorization of 2022 Bonds; Book-Entry Only Form. The 2022 Bonds are hereby authorized to be issued in the aggregate principal amount of <u>\$</u> for the purposes enumerated in the recitals hereto to be designated "Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area)". The 2022 Bonds shall be substantially in the form set forth as Exhibit B to this Eleventh Supplemental Indenture. Each 2022 Bond shall bear the designation "2022-R" and shall be numbered consecutively from 1 upwards.

(a) The 2022 Bonds shall be a separate Series for all purposes under the Master Indenture, including but not limited to, determining requisite percentages for consent or control by Owners and consents to amendments and the occurrence of defaults and Events of Default. The 2022 Bonds shall be secured by the 2022 Trust Estate. The 2022 Bonds are not cross defaulted with any other Series of Bonds issued under the Master Trust Indenture.

(b) The 2022 Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such 2022 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 2.01, all of the Outstanding 2022 Bonds shall be registered in the registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, as Nominee of DTC.

With respect to 2022 Bonds registered in the registration books kept by the Bond (c) Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the 2022 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the 2022 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2022 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2022 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such 2022 Bond for the purpose of payment of principal, premium and interest with respect to such 2022 Bond, for the purpose of giving notices of redemption and other matters with respect to such 2022 Bond, for the purpose of registering transfers with respect to such 2022 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the 2022 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and

interest on the 2022 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated 2022 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Eleventh Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding 2022 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the 2022 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the 2022 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the 2022 Bonds shall designate, in accordance with the provisions hereof.

SECTION 2.02 <u>Terms</u>. The 2022 Bonds shall be issued as Term Bonds, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below

**CUSIP** 

Principal Amount Interest Rate Maturity Date

SECTION 2.03 Dating; Interest Accrual. Each 2022 Bond shall be dated the date of delivery thereof. Each 2022 Bond also shall bear its date of authentication. Each 2022 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2022 Bond has been paid, in which event such 2022 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2022 Bonds, in which event, such 2022 Bond shall bear interest from its date. Interest on the 2022 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2023, and shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2.04 <u>Denominations</u>. The 2022 Bonds shall be issued in Authorized Denominations.

SECTION 2.05 <u>Paying Agent</u>. The District appoints the Trustee as Paying Agent for the 2022 Bonds.

SECTION 2.06 <u>Bond Registrar</u>. The District appoints the Trustee as Bond Registrar for the 2022 Bonds.

SECTION 2.07 <u>Conditions Precedent to Issuance of 2022 Bonds</u>. The 2022 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

(i) Certified copies of the 2022 Assessment Proceedings.

(ii) Executed copies of the Master Indenture and this Eleventh Supplemental Indenture.

A Bond Counsel opinion to the effect that: (A) the District has the right and (iii) power under the Act as amended to the date of such opinion to authorize, execute and deliver this Eleventh Supplemental Indenture, that it has been duly and lawfully authorized, executed and delivered by the District, is in full force and effect and is valid and binding upon the District and enforceable in accordance with its terms; (B) the Master Indenture, as amended and supplemented by this Eleventh Supplemental Indenture, creates the valid pledge which it purports to create of the 2022 Trust Estate to secure the 2022 Bonds, all in the manner and to the extent provided in the Master Indenture and this Eleventh Supplemental Indenture; (C) the 2022 Bonds are valid, binding, special obligations of the District, enforceable in accordance with their terms and the terms of the Indenture and this Eleventh Supplemental Indenture, subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally and entitled to the benefits of the Act as amended to the date of such opinion, and the 2022 Bonds have been duly and validly authorized and issued in accordance with law and the Master Indenture and this Eleventh Supplemental Indenture; and (D) interest on the 2022 Bonds is excludible from gross income for federal income tax purposes.

(iv) The District Counsel opinion required by Section 207 of the Master Indenture.

(v) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the 2022 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Eleventh Supplemental Indenture with respect to the 2022 Bonds.

(vi) An Engineers' Certificate or Engineers' Certificates certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the 2022 Project.

(vii) A direction from the District to the Trustee to give notice of redemption and defeasance of the Refunded 2016B Bonds and an opinion of Bond Counsel to the effect that defeasance of the Refunded 2016B Bonds is permitted under the Master Indenture

and the Fourth Supplemental Indenture and such defeasance will not adversely affect the tax exempt status of the Refunded 2016B Bonds.

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

(ix) Such other documents, instruments, certificates and opinions as Bond Counsel shall reasonably require in order to render its opinion under (iii) above or as the Trustee may require to effect the delivery of the 2022 Bonds. The delivery by Bond Counsel of its opinion under (iii) above shall be conclusive evidence of the satisfaction of the foregoing condition.

Payment to the Trustee of the net proceeds from the issuance of the 2022 Bonds shall be conclusive evidence that the purchasers of the 2022 Bonds are satisfied that the foregoing conditions have been met.

[End of Article II]
## **ARTICLE III**

#### **REDEMPTION OF 2022 BONDS**

SECTION 3.01 <u>Bonds Subject to Redemption</u>. The 2022 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit B to this Eleventh Supplemental Indenture. Interest on 2022 Bonds which are called for redemption shall be paid on the Redemption Date from the 2022 Interest Account or from the 2022 Revenue Account to the extent monies in the 2022 Interest Account are insufficient for such purpose.

SECTION 3.02 Notice of Redemption. When required to redeem 2022 Bonds under any provision of this Eleventh Supplemental Indenture or directed to redeem 2022 Bonds by the District, the Trustee shall give or cause to be given to Owners of the 2022 Bonds to be redeemed notice of the redemption, as set forth in Section 302 of the Master Indenture, provided that if at the time of mailing of notice of an optional redemption or purchase, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the 2022 Bonds called for redemption or purchase, such notice shall state that the redemption is conditional and 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.

SECTION 3.03 <u>Prepayment By Cancellation of Bonds Permitted</u>. Any landowner or any Person, on behalf of such landowner, may deliver to the District or the Trustee 2022 Bonds purchased or otherwise acquired in the open market for cancellation, or may arrange for the purchase of 2022 Bonds by the Trustee at a purchase price at or below the par amount thereof, with funds provided by the landowner in an a mount equal to such purchase price, whereupon the Trustee shall cancel the 2022 Bonds so delivered or purchased and such cancellation of 2022 Bonds shall be treated as an optional prepayment of the 2022 Assessments, in an amount equal to the principal amount and accrued interest of 2022 Bonds so surrendered or purchased and cancelled. The lien of the 2022 Assessments shall be reduced to reflect such prepayment. The landowner may designate the specific lots or parcels owned by such landowner to which such prepayment shall apply and the amount prepaid with respect to each lot or parcel. The Amortization Installments with respect to 2022 Bonds remaining Outstanding shall be adjusted as provided in Section 4.05 hereof.

[End of Article III]

# **ARTICLE IV**

# CONFIRMATION OF ESTABLISHMENT AND MAINTENANCE OF ACCOUNTS AND OPERATION THEREOF

## SECTION 4.01 <u>Establishment of Accounts</u>.

(a) There are hereby established in the Debt Service Fund held by the Trustee (i) 2022 Debt Service Account and therein a 2022 Principal Account, a 2022 Sinking Fund Account, a 2022 Interest Account and a 2022 Capitalized Interest Account; and (ii) a 2022 Redemption Account and therein a 2022 Prepayment Subaccount and a 2022 Optional Redemption Subaccount;

(b) There is hereby established within the Reserve Fund held by the Trustee a 2022 Reserve Account, which shall be held for the benefit of all of the 2022 Bonds, without distinction and without privilege or priority of one 2022 Bond over another;

(c) There is hereby established within the Revenue Fund held by the Trustee a 2022 Revenue Account;

(d) There is hereby established within the Rebate Fund held by the Trustee a 2022 Rebate Account; and.

(e) There is hereby established within the Acquisition and Construction Fund held by the Trustee a 2022 Acquisition and Construction Account and a 2022 Cost of Issuance Account, and withing the 2022 Acquisition and Construction Account an Assessment Area 2 – Phase 3C Subaccount and an Assessment Area 3 – Phase 3 Subaccount.

 SECTION 4.02
 Use of 2022 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 207 of the Master Indenture and Section 2.07 hereof, the net proceeds of sale of the 2022 Bonds, \$\_\_\_\_\_\_ (par amount of the 2022 Bonds, plus original issue premium of \$\_\_\_\_\_\_, shall be delivered to the Trustee by the District and be applied as follows:

(a) \$\_\_\_\_\_ representing Capitalized Interest shall be deposited in the 2022 Capitalized Interest Subaccount of the 2022 Interest Account of the Debt Service Fund,

(b) \$\_\_\_\_\_ (which is an amount equal to the initial 2022 Reserve Account Requirement in respect of the 2022 Bonds) shall be deposited in the 2022 Reserve Account of the Reserve Fund,

(c) \$\_\_\_\_\_\_ shall be deposited in the 2022 Costs of Issuance Account of the Acquisition and Construction Fund to be applied to costs of issuance as directed in writing by the District,

(d) \$\_\_\_\_\_\_ shall be deposited in the 2016B Optional Redemption Account of the Debt Service Fund created under the Fourth Supplemental Indenture to be applied (together with \$\_\_\_\_\_\_ transferred from reserve account previously established for the Refunded

Bonds) to redeem the Refunded Bonds in accordance with Article III of the Fourth Supplemental Indenture,

(f) \$\_\_\_\_\_\_ shall be deposited in the Assessment Area 3 – Phase 3 Subaccount Subaccount 2022 Acquisition and Construction Account of the Acquisition and Construction Fund.

SECTION 4.03 <u>2022</u> Acquisition and Construction Account. (a) Amounts deposited to the Assessment Area 2 – Phase 3C Subaccount of the 2022 Acquisition and Construction Account shall be applied to Costs of the 2022 Project related to Assessment Area 2 – Phase 3C (as described in the Engineers Report) in accordance with Article IV of the Master Indenture.

(b) Amounts deposited to the Assessment Area 3 – Phase 3 Subaccount of the 2022 Acquisition and Construction Account shall be applied to Costs of the 2022 Project related to Assessment Area 3 – Phase 3 (as described in the Engineers Report) in accordance with Article IV of the Master Indenture.

(c) The District shall not declare that the Date of Completion of the 2022 Project has occurred until after the Reserve Account Release Conditions have been satisfied, and all moneys transferred from the 2022 Debt Service Reserve Account to the 2022 Acquisition and Construction Account have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the 2022 Project. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

SECTION 4.04 <u>2022 Reserve Account</u>. (a) Except as otherwise provided in this Section 4.04 or in the Master Indenture, amounts on deposit in the 2022 Reserve Account shall be used only for the purpose of making payments into the 2022 Interest Account, the 2022 Principal Account and the 2022 Sinking Fund Account to pay Debt Service on the 2022 Bonds, when due, without privilege or priority of one 2022 Bond over another, to the extent the moneys on deposit in such Accounts and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and 2022 Investment Obligations. The 2022 Reserve Account is held solely for the benefit of, and as security for, the 2022 Bonds and amounts therein shall not be available or be used for the purpose of making any payments with respect to any other Bonds.

(b) On each December 15, March 15, June 15 and September 15 (or, if such date is not a Business Day, on the Business Day preceding such day), the Trustee shall determine the amount on deposit in the 2022 Reserve Account and transfer any excess therein above the 2022 Reserve Account Requirement (other than as a result of optional prepayment of a 2022 Assessment which shall be applied as provided in the succeeding paragraph or as a result of investment earnings which shall be deposited into the 2022 Revenue Account as required by Section 510 of the Master Indenture), to the 2022 Prepayment Subaccount of the 2022 Redemption Account for the extraordinary mandatory redemption of 2022 Bonds.

(c) On each December 15, March 15, June 15 and September 15 (or, if such date is not a Business Day, on the Business Day preceding such day), in the event that the amount of proceeds of the 2022 Bonds on deposit in the 2022 Reserve Account exceeds the 2022 Reserve Account Requirement due to a decrease in the amount of 2022 Bonds that will be outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a 2022 Assessment against such lot or parcel, such excess shall be transferred to the 2022 Prepayment Subaccount of the 2022 Redemption Account, (and the District shall include such excess as a credit against the 2022 Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2022 Bonds.

(d) On the date of prepayment of a 2022 Assessment by cancellation of 2022 Bonds pursuant to Section 3.03 hereof, in the event that the amount on deposit in the 2022 Reserve Account exceeds the 2022 Reserve Account Requirement due to a decrease in the amount of 2022 Bonds that will be outstanding as a result of such prepayment by such 2022 Assessment, such excess shall be transferred to the 2022 Prepayment Account of the 2022 Redemption Account, (and the District shall include such excess as a credit against the 2022 Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2022 Bonds.

(e) Anything herein or in the Master Indenture to the contrary notwithstanding, on the earliest date on which there is on deposit in the 2022 Reserve Account sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2022 Bonds, together with accrued interest and redemption premium, if any, on such 2022 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2022 Reserve Account into the 2022 Prepayment Subaccount in the 2022 Redemption Account to pay and redeem all of the Outstanding 2022 Bonds on the earliest date permitted for redemption therein and herein.

(f) Any excess in the 2022 Debt Service Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the 2022 Acquisition and Construction Account. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

# SECTION 4.05 <u>Amortization Installments</u>.

(a) The Amortization Installments established for the 2022 Bonds shall be as set forth in the form of Bonds attached hereto.

(b) Upon any redemption of 2022 Bonds (other than 2022 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2022 Bonds

upon surrender to the Trustee (including any surrender pursuant to Section 3.03 hereof), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022 Bonds.

SECTION 4.06 <u>Tax Covenants and Rebate Accounts</u>. The District shall comply with the agreements, covenants and instructions set forth in the Tax Certificate executed by the District simultaneously herewith.

SECTION 4.07 <u>2022 Revenue Account in Revenue Fund; Application of Revenues</u> and Investment Earnings.

(a) The District shall deposit into 2022 Revenue Account the amounts required to be deposited therein in accordance with the provisions of this Eleventh Supplemental Indenture; provided, however, that Connection Fees may be deposited at the written direction of the District to the 2022 Acquisition and Construction Account, the 2022 Prepayment Subaccount of the 2022 Redemption Account, the 2022 Principal Account or the 2022 Interest Account, in such amounts as shall be directed by the District and applied by the Trustee for the purposes of such Account or Subaccount. The 2022 Revenue Account 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 and for the sole benefit of the 2022 Bonds.

(b) The District shall deposit all revenues received by the District from the 2022 Assessments with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such 2022 Assessments which are in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) 2022 Prepayment Principal, which shall be deposited into the 2022 Prepayment Subaccount in the Redemption Account; and

(ii) all other revenues from the 2022 Assessment, which shall be deposited into the 2022 Revenue Account.

Moneys other than 2022 Assessments received by the Trustee in respect of the 2022 Assessments or 2022 Bonds shall, at the written direction of the District, be deposited into the 2022 Optional Redemption Subaccount of the 2022 Redemption Account and used to pay the principal of and premium, if any, on 2022 Bonds called or to be called for optional redemption at the written direction of the District in accordance with the provisions for optional redemption of 2022 Bonds as set forth in the form of 2022 Bonds attached hereto.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such date is not a Business Day, on the Business Day next preceding such date), the Trustee shall determine the amount on deposit in the 2022 Prepayment Subaccount of the 2022 Redemption Account, and, if the balance therein is greater than zero, shall transfer (but only after transferring sufficient amounts as directed in writing by the Issuer to make the transfers required by Section 4.07(e) below and confirming that such transfer will not result in a deficiency in any of the transfers required by Section 4.07(d) FIRST through FOURTH below) from the 2022 Revenue Account for

deposit into the 2022 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the 2022 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2022 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of such Series of 2022 Bonds set forth in the form of 2022 Bond attached hereto, Section 3.01 hereof, and Article III of the Master Indenture. The Trustee is hereby authorized and directed to withdraw from the corresponding Interest Account, the amount of interest accrued or to accrue on 2022 Bonds to be redeemed to the Quarterly Redemption Date therefor.

(d) On each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on, the Business Day preceding such May 1 or November 1), commencing May 1, 2023 the Trustee shall then transfer amounts on deposit in the 2022 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the 2022 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all 2022 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2022 Interest Account not previously credited (including amounts transferred from the 2022 Capitalized Interest Account pursuant to Section 505 of the Master Indenture);

SECOND, to the 2022 Principal Account, the amount, if any, equal to the difference between the principal all 2022 Bonds due on such May 1 or November 1 and the amount already on deposit in the 2022 Principal Account not previously credited;

THIRD, to the 2022 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all 2022 Bonds subject to mandatory sinking fund redemption on such May 1 or November 1, and the amount already on deposit in the 2022 Sinking Fund Account not previously credited; and

FOURTH, to the 2022 Reserve Account, the maximum amount which will not cause the balance therein to exceed the 2022 Reserve Account Requirement.

In addition, at any time the 2022 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from 2022 Revenue Account the to the 2022 Interest Account, the amount necessary to pay interest on the 2022 Bonds subject to redemption on such date.

Anything herein to the contrary notwithstanding, it shall not, *a fortiori*, constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

(e) On any date required by the Tax Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the 2022 Revenue Account to the Rebate Account established for the 2022 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Certificate.

(f) After making the transfers described above, the Trustee shall retain any excess in the 2022 Revenue Account or, at the written direction of the District, shall transfer to the District the balance on deposit in the 2022 Revenue Account on November 2 of any year to be used for any lawful District purpose; provided, however, that on the date of such proposed transfer the amount on deposit in the 2022 Reserve Account shall be equal to the 2022 Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Master Indenture or hereunder relating to any of the 2022 Bonds, including the payment of Trustee's fees and expenses then due.

(g) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts in all of the Funds and Accounts held as security for the 2022 Bonds shall be invested only in 2022 Investment Obligations, and all earnings thereon shall be deposited, as realized, to the 2022 Revenue Account and applied for the purposes of such Account.

[End of Article IV]

## ARTICLE V

## ASSESSMENT COVENANTS AND PROVISIONS

SECTION 5.01 <u>Additional Covenant Regarding 2022 Assessments</u>. In addition, and not in limitation of, the covenants contained elsewhere in this Eleventh Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2022 Assessments, including the assessment methodology reports, prepared by Government Management Services, Inc. (collectively, the "Assessment Methodology Reports"), and to levy the 2022 Assessments and any required true up payments as set forth in the Assessment Methodology Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the 2022 Bonds, when due.

SECTION 5.02 <u>Collection of Assessments</u>. Pursuant to Section 9.04 of the Master Trust Indenture and subject to the District entering into a Property Appraiser and Tax Collector Agreement, 2022 Assessments levied on platted lots and pledged hereunder to secure the 2022 Bonds will be collected pursuant to the uniform method for the levy, collection and enforcement of special assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended, provided, however, that notwithstanding Section 9.04 or Section 9.05 of the Master Indenture, the District may, and shall at the written direction of the Majority Owners, collect 2022 Assessments on any lands as to which there are delinquent 2022 Assessments by foreclosure 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, or pursuant to the provisions of Chapter 173, Florida Statutes, and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law.

#### SECTION 5.03 Additional Matters Relating to Delinquent Assessments.

Notwithstanding anything herein or in the Master Indenture to the contrary, the (a) following provisions shall apply with respect to the 2022 Assessments and 2022 Bonds: If any property shall be offered for sale at a foreclosure sale for the nonpayment of any 2022 Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the 2022 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the 2022 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District or by credit bidding any final foreclosure judgment and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the 2022 Bonds and the District, in its proportionate share, to the extent that operation and maintenance assessments were also subject to the foreclosure resulting in such foreclosure sale. The District, either through its own actions, or actions caused to be taken by the District through the Trustee (acting at the written direction of the Majority Owners of the 2022 Bonds Outstanding and being indemnified to its satisfaction), shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2022 Revenue Account (less the proportionate amount the District may be due from the foreclosure

of any operation and maintenance assessments). The District, either through its own actions, or actions caused to be taken by the District through the Trustee (acting at the written direction of the Majority Owners of the 2022 Bonds Outstanding and being indemnified to its satisfaction), agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the 2022 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee, acting at the written direction of the Majority Owners of the 2022 Bonds Outstanding. The District may pay costs associated with any actions taken by the District or the Trustee pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the 2022 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of 2022 Assessments that are billed directly by the District, that the entire 2022 Assessments levied on the property for which such installment of 2022 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent 2022 Assessments, including interest and penalties and (ii) unless some alternative resolution to such proceedings is agreed to with the Trustee and Majority Owners' consent, the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

(c) For the avoidance of doubt and notwithstanding anything to the contrary herein, the Trustee shall only be required to act under this Section 5.03 to the extent it receives timely written directions upon which it may conclusively rely from the Majority Owners and has been indemnified to its satisfaction.

SECTION 5.04 Additional Matters Relating to 2022 Assessments and Assessment <u>Proceedings</u>. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the 2022 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent 2022 Assessments that are directly billed and collected by the District, and the provisions for the foreclosure of liens of delinquent 2022 Assessments that are directly billed and collected by the District, all in a manner consistent with the Master Indenture and this Eleventh Supplemental Indenture, unless otherwise directed by the Majority Owners. All 2022 Assessments that are billed and collected directly by the District shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

# SECTION 5.05 Provisions relating to Bankruptcy or Insolvency of Taxpayer.

(a) The provisions of this Section 5.05 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least eight percent (8%) of the 2022 Assessments

pledged to the 2022 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the 2022 Bonds were issued by the District, the Owners of the 2022 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

> (i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the 2022 Assessments relating to the 2022 Bonds Outstanding, the Outstanding 2022 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the 2022 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

> (ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2022 Assessments relating to the 2022 Bonds Outstanding, the 2022 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the 2022 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the 2022 Assessments relating to the 2022 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the 2022 Assessments relating to the 2022 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the 2022 Assessments relating to the 2022 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the 2022 Assessments pledged to the 2022 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the 2022 Assessments relating to the 2022 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

Notwithstanding anything herein to the contrary, the Trustee shall only act in (d) connection with a Proceeding upon timely written direction of the Majority Owners, upon which the Trustee may conclusively rely, together with indemnity satisfactory to the Trustee sufficient to cover any fees, costs and expenses (including attorney's fees, costs and expenses) of the Trustee or that may be incurred by the Trustee in connections with such Proceeding. The Trustee shall have no liability for any failure to act with respect to any Proceeding if it does not receive such written direction and indemnity in a sufficiently timely manner in order for the Trustee to meet any deadline, applicable to such Proceeding and the Trustee shall be entitled to all of the rights and protections granted to it under Article XI of the Master Indenture regardless of whether there exists an Event of Default. The District shall notify a Responsible Officer of the Trustee in writing (the "Bankruptcy Notice") within 10 business days from the day it obtains knowledge of any Proceeding. In addition to giving notice of the Proceeding in reasonable detail, the Bankruptcy Notice shall also specifically reference this Section 5.05(d). In the event that the Trustee receives any moneys as the result of a Proceeding, the Trustee shall first reimburse any of its outstanding fees and/or the fees, costs and expenses incurred in connection with the Proceedings (including attorney's fees, costs and expenses) prior to otherwise distributing such moneys. from the Majority Owners and has been indemnified to its satisfaction.

[End of Article V]

# **ARTICLE VI**

## LIMITATION ON ADDITIONAL BONDS

SECTION 6.01 <u>Limitation on Additional Bonds</u>. (a) Other than Bonds issued to refund a portion of Outstanding 2022 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not issue or incur any debt payable in whole or in part from the 2022 Pledged Revenues other than the 2022 Bonds.

(b) So long as there are any 2022 Bonds Outstanding, the District shall not issue any Bonds or other debt obligations (the "Additional Bonds"), secured by Assessments on land subject to the 2022 Special Assessments without the written consent of the Majority Owners until the 2022 Assessments have been Substantially Absorbed. This provision may be amended or modified with the written consent of the Majority Owners.

(c) The provisions of the preceding Subsection (b) shall not apply to any Bonds or other debt obligations secured by Assessments on properties other than the 2022 Assessment Area. Further, notwithstanding such restriction, the District may issue Bonds secured by Assessments on 2022 Assessment Area for the health, safety, welfare or repairs for the 2022 Assessment Area.

(d) Prior to the delivery of any such Additional Bonds or other debt obligations, the District will deliver a written certificate from the District Manager to the Trustee on which it may conclusively rely that all of the applicable conditions set forth above have been met.

[End of Article VI]

## **ARTICLE VII**

## **CONCERNING THE TRUSTEE**

SECTION 7.01 <u>Acceptance by Trustee</u>. The Trustee accepts the trusts declared and provided in this Eleventh Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Indenture.

SECTION 7.02 <u>Limitation of Trustee's Responsibility</u>. The Trustee shall not be responsible in any manner for the due execution of this Eleventh Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

SECTION 7.03 <u>Trustee's Duties</u>. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

SECTION 7.04 <u>Brokerage Confirmations</u>. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

SECTION 7.05 <u>Patriot Act of Requirements of Trustee</u>. 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.

[End of Article V]

## **ARTICLE VIII**

## **MISCELLANEOUS PROVISIONS**

SECTION 8.01 <u>Amendment of Master Indenture</u>. Anything herein or in the Master Indenture to contrary notwithstanding, the District agrees that Chapter 170.10, Florida Statutes provides that in the event an installment of a directly collected 2022 Assessment is not paid when due, the balance of the installments of such 2022 Assessment shall immediately become due and payable and the District shall commence foreclosure proceedings against the property subject to the lien of such delinquent 2022 Assessment. The District covenants and agrees to enforce the provision of Chapter 170.10, Florida Statutes, against the owner or owners of any tax parcel subject to a delinquent directly collected 2022 Assessment if so directed in writing by the Owners of more than fifty percent (50%) (the "Majority Owners") of the Outstanding 2022 Bonds.

Subject to this Section 8.01, the provisions of Sections 903 through 906 of the Master Indenture shall apply to the enforcement of any such remedial actions with respect to a delinquent 2022 Assessment, including the ability of the Majority Owners of the 2022 Bonds to direct proceedings and to direct application of the proceeds of any foreclosure of the 2022 Assessments notwithstanding that the existence of such delinquent 2022 Assessment may not constitute a default or an Event of Default in accordance with the provisions of Section 1002 of the Master Indenture.

SECTION 8.02 <u>Additional Matters Relating to Events of Default</u>. In addition to the events set forth in Section 901 of the Master Indenture, each of the following events shall be an Event of Default with respect to the 2022 Bonds, notwithstanding anything to the contrary in the Master Indenture, and references in the Master Indenture and herein to an Event of Default with respect to the 2022 Bonds shall include the following events:

(a) Any portion of the 2022 Assessments pledged to the 2022 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2022 Reserve Account to pay the Debt Service Requirements on the 2022 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2022 Reserve Account to pay the Debt Service Requirements on the 2022 Reserve Account to pay the Debt Service Requirements on the 2022 Reserve Account to pay the Debt Service Requirements on the 2022 Reserve Account to pay the Debt Service Requirements on the 2022 Bonds) (the foregoing being referred to as a "Reserve Account Event") unless within sixty (60) days from the Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the 2022 Reserve Account or (ii) the portion of the delinquent 2022 Assessments giving rise to the Reserve Account Event are paid and are no longer delinquent 2022 Assessments; and

(b) More than fifteen percent (15%) of the operation and maintenance assessments that are directly billed by the District and levied by the District on tax parcels subject to the 2022 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due. The District shall give written notice to the Trustee of the occurrence of the events set forth in this paragraph (b) not later than 10 days after the end of the sixty day period referred to in the preceding sentence. The Trustee shall not be deemed to have knowledge of the occurrence of such an Event of Default absent notice thereof from the District.

Further, notwithstanding anything to the contrary in the Master Indenture, references in the Master Indenture to "the Owners of not less than 51% of the aggregate principal amount of Bonds the Outstanding" shall mean, with respect to the 2022 Bonds, the Owners of not less than a majority in aggregate principal amount of the 2022 Bonds then Outstanding.

SECTION 8.03 <u>Confirmation of Master Indenture</u>. As supplemented and amended by this Eleventh Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and this Eleventh Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Eleventh Supplemental Indenture and to the 2022 Bonds issued hereunder.

SECTION 8.04 <u>Assignment of Collateral Assignment</u>. The District may assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the 2022 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

SECTION 8.05 <u>Continuing Disclosure Agreement</u>. Contemporaneously with the original execution and delivery of 2022 Bonds, the District will execute and deliver 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 District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder; but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

SECTION 8.06 <u>Amendments</u>. Any amendments to this Eleventh Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 8.07 <u>Counterparts</u>. This Eleventh Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 8.08 <u>Appendices and Exhibits</u>. Any and all schedules, appendices or exhibits referred to in and attached to this Eleventh Supplemental Indenture are hereby incorporated herein and made a part of this Eleventh Supplemental Indenture for all purposes.

SECTION 8.09 <u>No Rights Conferred on Others</u>. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Owners of the 2022 Bonds.

[End of Article VII]

IN WITNESS WHEREOF, Six Mile Creek Community Development District has caused this Eleventh Supplemental Trust Indenture to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association has caused this Eleventh Supplemental Trust Indenture to be executed by one of its Vice Presidents all as of the day and year first above written.

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

By:\_\_\_\_

Gregg Kern Chairman, Board of Supervisors

James Oliver Secretary, Board of Supervisors

> U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE, PAYING AGENT AND REGISTRAR

By:\_\_\_\_\_

Vice President

# **EXHIBIT** A

#### 2022 Assessment Area

The tax parcels listed on Table 5 of the Six Mile Creek Community Development District Adjunct Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds (2022) dated November \_\_\_\_, 2022 prepared by Governmental Management Services, Inc., a copy of which is included in the transcript of proceedings relating to the 2022 Bonds, but only those parcels so listed and shown as subject to the 2022 Assessments.

#### EXHIBIT B-1

#### [FORM OF BOND]

\$

RA-1

#### UNITED STATES OF AMERICA

## STATE OF FLORIDA

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022 (2022 PROJECT AREA)

| Interest<br><u>Rate</u> | Maturity<br><u>Date</u> | Dated Date     | CUSIP |
|-------------------------|-------------------------|----------------|-------|
| %                       | November 1, 20          | November, 2022 |       |

REGISTERED OWNER: CEDE & CO.

#### PRINCIPAL AMOUNT:

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2023, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this

Bond. Except as required by the rules of DTC, any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of designated corporate trust office of U.S. Bank Trust Company, National Association located in Orlando, Florida as paying agent, or any alternate or successor paying agent (collectively, the "Paying Agent"). Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the 2022 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE SHALL CONSTITUTE GENERAL OBLIGATION OR GENERAL HEREON А INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE 2022 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE 2022 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2022 PLEDGED REVENUES AND THE 2022 PLEDGED FUNDS AND ACCOUNTS PLEDGED TO THE 2022 BONDS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE ELEVENTH SUPPLEMENTAL INDENTURE.

This Bond is one of an authorized series of Bonds of Six Mile Creek Community Development District (the "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") designated as "Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area)" (the "2022 Bonds"), in the aggregate principal amount of §\_\_\_\_\_\_ of like date, tenor and effect, except as to maturity date, interest rate and number, issued by the District to (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the District's Capital Improvement Program; (ii) refund certain outstanding bonds of the District; (iii) pay interest on the 2022 Bonds through November 1, 2023, (iv) pay certain costs associated with the issuance of the 2022 Bonds; and (v) fund a 2022 Reserve Account for the 2022 Bonds.

The 2022 Bonds are issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, and are issued under, and are secured and governed by, a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), by and between the

District and the Trustee and an Eleventh Supplemental Trust Indenture dated as of November 1, 2022 (the "Eleventh Supplemental Indenture"), each by and between the District and the Trustee (the Master Indenture and the Eleventh Supplemental Indenture together are referred to herein as the "Indenture"). Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2022 Bonds, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the 2022 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments (as defined in the Indenture), the terms and conditions under which the 2022 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the 2022 Bonds, and, by the acceptance of this 2022 Bond, the Owner hereof assents to all of the provisions of the Indenture. The 2022 Bonds are equally and ratably secured by the 2022 Trust Estate, without preference or priority of one 2022 Bond over another. The Indenture does not authorize the issuance of any additional Bonds ranking on a parity with the 2022 Bonds as to the lien and pledge of the 2022 Trust Estate, other than certain refunding Bonds.

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 District, St. Johns County, Florida (the "County"), the State, or any other political subdivision thereof, or taxation in any form of any real or personal property of the District, the County, the State 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 2022 Assessments to be assessed and levied by the District as set forth in the Indenture.

The 2022 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, if any initial beneficial owner of 2022 Bonds does not purchase at least \$100,000 of the 2022 Bonds at the time of initial delivery of the 2022 Bonds, such beneficial owner must execute and deliver to the District and the Underwriter on the date of delivery of the 2022 Bonds the investor letter in the form attached to the Eleventh Supplemental Indenture as Exhibit C 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. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new 2022 Bond or Bonds, in the same aggregate principal amount as the 2022 Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, 2022 Bonds may be exchanged for an equal aggregate principal amount of 2022 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The 2022 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_\_ (less than all 2022 Bonds to be selected by lot) at the Redemption Price of equal to the par amount thereof, together with accrued interest to the date of redemption.

The 2022 Bonds maturing on May 1, 20 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year           | Principal     |
|----------------|---------------|
| <u>(May 1)</u> | <u>Amount</u> |
|                | \$            |

\*

\*

\* Maturity.

The 2022 Bonds maturing on May 1, 20 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year           | Principal     |  |
|----------------|---------------|--|
| <u>(May 1)</u> | <u>Amount</u> |  |
|                | \$            |  |

\* Maturity.

The 2022 Bonds maturing on May 1, 20 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year    | Principal     |
|---------|---------------|
| (May 1) | <u>Amount</u> |
|         | \$            |

\* Maturity.

The 2022 Bonds maturing on May 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

\*

\*

| Year           | Principal |
|----------------|-----------|
| <u>(May 1)</u> | Amount    |
|                | \$        |
|                |           |

\* Maturity.

Upon any redemption of 2022 Bonds (other than 2022 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2022 Bonds upon surrender to the Trustee (including any surrender pursuant to the Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022 Bonds.

The 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any February 1, May 1, August 1 or November 1, in the manner determined by the Bond Registrar, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) from 2022 Prepayment Principal (as defined in the Indenture) and Connection Fees (as defined in the Indenture) deposited into the 2022 Prepayment Subaccount of the 2022 Redemption Account;

(b) on or after the Completion Date of the 2022 Project, by application of moneys remaining in the 2022 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the 2022 Project, all of which shall be transferred to the 2022 Redemption Account of the Debt Service Fund and credited toward extinguishment of the 2022 Assessments and applied toward the redemption of the 2022 Bonds, in accordance with the

manner it has credited such excess moneys toward extinguishment of 2022 Assessments, which the Issuer shall describe to the Trustee in writing;

(c) from amounts transferred to the 2022 Prepayment Subaccount of the 2022 Redemption Account resulting from a reduction in the 2022 Reserve Account Requirement as provided for in the Indenture; and

(d) on the date on which the amount on deposit in the 2022 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2022 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2022 Bonds shall be called for redemption, the particular 2022 Bonds or portions of 2022 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of 2022 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2022 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2022 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 2022 Bonds or such portions thereof on such date, interest on such 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2022 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 2022 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar 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.

This Bond shall be issued initially pursuant to a book-entry-only system administered by The Depository Trust Company, New York, New York ("DTC"), which shall act as securities depository for the 2022 Bonds, with no physical distribution of 2022 Bonds to be made. Any provisions of the Indenture or this Bond requiring physical delivery of 2022 Bonds shall, under the book-entry-only system, be deemed to be satisfied by a notation on the records maintained by DTC of ownership interests of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the 2022 Bonds ("Beneficial Owners").

This 2022 Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the registered owner for all purposes hereof, including the payment of the principal of and interest on

this Bond. Payment to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and Indirect Participants and Indirect Participants and not of DTC, the District or the Trustee.

The District shall keep books for the registration of the 2022 Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Except when registration of the 2022 Bonds is being maintained pursuant to a book-entry-only system, the 2022 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 District 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 2022 Bonds is exercised, the District shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new 2022 Bond or 2022 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. There shall be no charge for any such exchange or transfer of 2022 Bonds, but the District may require payment of a sum sufficient to pay any tax, fee or other governmental charge imposed. Neither the District nor the Registrar shall be required (a) to transfer or exchange 2022 Bonds for a period of 15 days next preceding any selection of 2022 Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any 2022 Bond called for redemption in whole or in part.

The District, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name any 2022 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such 2022 Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the District, 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 2022 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 2022 Bond to the extent of the sum or sums so paid, and neither the District, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

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.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2022 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any 2022 Bond which remain unclaimed for six (6) years after the date when such 2022 Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such 2022 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities (as defined in the Indenture) sufficient to pay the principal or redemption price of any 2022 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 the 2022 Bonds as to the 2022 Trust Estate 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.

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

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 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 2022 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions. 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, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT has caused this Bond to be signed by the manual signature of the Chairman of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

Six Mile Creek Community Development District

By:\_\_\_\_

Gregg F. Kern Chairman, Board of Supervisors

(SEAL)

Attest:

By:\_\_

James S. Oliver, Secretary Board of Supervisors

# **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the 2022 Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication:

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

By:\_\_\_\_\_ Authorized Officer

# STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fourth Judicial Circuit of Florida, in and for St. Johns County, Florida, rendered on the 16th day of May, 2007.

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Gregg F. Kern, Chairman

# 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 COMas tenants in commonTEN ENTas tenants by the entiretiesJT TENas joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT - \_\_\_\_ Custodian (Cust) (Minor) under Uniform Gifts to Minors Act (State)

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

\*

# ASSIGNMENT

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

Dated:

Social Security Number or Employer Identification Number of Transferee:

Signature guaranteed:

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

# EXHIBIT C 2022 Investment Obligations

"2022 Investment Obligations" shall mean and include any of the following securities with respect to the investment of moneys under the Eleventh Supplemental Indenture, if and to the extent that such securities are legal investments for funds of the District:

(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;

(iv) commercial paper rated in the top two rating category by both Moody's and S&P at the time of purchase;

(v) 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 and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;

(vi) 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 money market funds by both Moody's and S&P, including those shares offered or sponsored by the Trustee Bank, and (B) shares of money market mutual funds, including those funds offered or sponsored by the Trustee Bank, 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 association; 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;

(vii) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by the repurchase agreement provider with collateral with a domestic or foreign bank or corporation (other than life or property casualty

insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the Trustee and the provider shall at its option, within ten (10) calendar days of receipt of publication of such downgrade, either (A) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the provider must at the direction by the District to the Trustee, within ten (10) calendar days, either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all Collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten (10) calendar days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and upon becoming aware of such event, the Trustee shall withdraw the entire amount invested plus accrued interest within two (2) Business Days. Any repurchase agreement entered into pursuant to this Eleventh Supplemental Indenture shall contain the following additional provisions:

1) Failure to maintain the requisite collateral percentage will require the District or the Trustee to liquidate the collateral as provided above;

2) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

3) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Trustee shall be rendered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

4) The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and such bank is subject to FIRREA;

5) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the Trustee of any change in its long-term debt rating;

6) The District or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

7) The District and the Trustee shall receive the opinion of Counsel (which opinion shall be addressed to the District and the Trustee and shall be in form and substance

satisfactory to the Trustee) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

8) The term of the repurchase agreement shall be no longer than ten years;

9) The interest with respect to the repurchase transaction shall be payable at the times and in the amounts necessary in order to make funds available when required under this Eleventh Supplemental Indenture.

10) The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Eleventh Supplemental Indenture;

11) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the beneficial owners under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the beneficial owners; and

12) The collateral delivered or transferred to the District, the Trustee, or a thirdparty acceptable to, and acting solely as agent for, the Trustee (the "Holder of the Collateral") shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the majority of the Holders and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the beneficial owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

(viii) investment agreements with a bank, insurance company or other financial institution, or the subsidiary of a bank, insurance company or other financial institution if the parent guarantees the investment agreement, which bank, insurance company, financial institution or parent has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated in the highest short-term rating category by Moody's or S&P (if the term of such agreement does not exceed 365 calendar days), or has an unsecured, uninsured and unguaranteed obligation (or claims paying ability) rated by Aa2 or better by Moody's and AA or better by S&P or Fitch, respectively (if the term of such agreement is more than 365 calendar days) or is the lead bank of a parent bank holding company with an uninsured, unsecured and unguaranteed obligation of the aforesaid ratings, provided:

1) interest is paid on any date interest is due on the 2022 Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;

2) moneys invested thereunder may be withdrawn without penalty, premium, or charge upon not more than two Business Days' notice unless otherwise specified in a Supplemental Indenture;

3) the same guaranteed interest rate will be paid on any future deposits made to restore the account to its required amount; and

4) the Trustee receives an opinion of counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;

5) in the event of a suspension, withdrawal, or downgrade below Aa3, AA- or AA- by Moody's, S&P or Fitch, respectively, the provider shall notify the Trustee within five (5) calendar days of such downgrade event and the provider shall at its option, within ten (10) Business Days after notice is given to the Trustee take any one of the following actions:

6) collateralize the agreement at levels, sufficient to maintain an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach, or

7) assign the agreement to another provider, as long as the minimum rating criteria of "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or

8) have the agreement guaranteed by a provider which results in a minimum rating criteria of an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or

9) repay all amounts due and owing under the agreement.

10) In the event the provider has not satisfied any one of the above conditions within three (3) Business Days of the date such conditions apply, then the agreement shall provide that the Trustee shall be entitled to withdraw the entire amount invested plus accrued interest without penalty or premium.

(ix) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are, at the time of purchase, rated A- or better by at least two (2) of the following rating agencies: Moody's, S&P or Fitch or AA- or better by either S&P, Moody's or Fitch;

(x) 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); and

(xi) other investments permitted by Florida law and directed by the District.

A certificate of an Authorized Officer directing any investment enumerated above shall constitute a representation by the District (upon which the Trustee may conclusively rely) that such investment is permitted under this Eleventh Supplemental Indenture and is a legal investment for funds of the District.

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

\$[\_\_\_\_\_]\* Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area)

#### **BOND PURCHASE CONTRACT**

[October \_\_], 2022

Board of Supervisors Six Mile Creek Community Development District St. Johns County, Florida

Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Six Mile Creek Community Development District (the "District"). The District is located entirely within unincorporated St. Johns County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at [3:00 P.M.] prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, <u>Florida Statutes</u>, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as <u>Exhibit A</u>.

1. <u>Purchase and Sale</u>. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the District's [\_\_\_\_\_] Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds"). The 2022 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in <u>Exhibit B</u> attached hereto.

The purchase price for the 2022 Bonds shall be \$[\_\_\_\_] (representing the \$[\_\_\_\_] aggregate principal amount of the 2022 Bonds, [plus/less net original issue premium/discount of \$[\_\_\_\_] and] less an underwriter's discount of \$[\_\_\_\_]). Payment of the purchase price and delivery of the 2022 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

2. <u>The 2022 Bonds</u>. The 2022 Bonds are to be issued by the District, a local unit of specialpurpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and by Rule 42GGG-1, Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, as amended (the "Establishment Rule"). The 2022 Bonds are
being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented by the Eleventh Supplemental Trust Indenture dated as of [October] 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each, and by Resolution No. 2007-14 and Resolution No. 2022-[\_\_] adopted by the Board on March 30, 2007, and October 19, 2022, respectively (collectively, the "Bond Resolution"). Prior to and as a condition of the delivery of the 2022 Bonds, the 2022 Assessments, constituting the 2022 Pledged Revenues for the 2022 Bonds will be levied by the District on those lands within the District specially benefited by the District's Improvement Plan, including the 2022 Projects, pursuant to the Assessment Resolutions (as such term is defined in the Indenture).

3. <u>Limited Offering</u>; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the 2022 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the 2022 Bonds, that the entire principal amount of the 2022 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the 2022 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2022 Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the 2022 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the 2022 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2022 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold 2022 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the 2022 Bonds of that maturity or until all 2022 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the 2022 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the 2022 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2022 Bonds, the Underwriter will neither offer nor sell unsold 2022 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

(2) the date on which the Underwriter has sold at least 10% of that maturity of the 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the 2022 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any 2022 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

and

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

(2) a purchaser of any of the 2022 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated [October ], 2022 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the 2022 Bonds, being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the 2022 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") in connection with the limited offering of the 2022 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the 2022 Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with all requirements of the Rule and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated [October ], 2022 (such Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the 2022 Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited

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

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Indenture, the 2022 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), and Governmental Management Services, LLC, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Limited Offering Memorandum as Appendix F thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) [the Completion Agreement by and between the District and the Landowner dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement (2022 Bonds) by and between the District and the Landowner dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development and Contract Rights Relating to the 2022 Projects in recordable form by and between the District and the Landowner dated as of the Closing Date (the "Collateral Assignment"), the True-Up Agreement (2022 Bonds) in recordable form by and between the District and the Landowner dated as of the Closing Date (the "True-Up Agreement") and the Declaration of Consent in recordable form by the Landowner dated as of the Closing Date (the "Declaration")], are collectively referred to herein as the "Ancillary Agreements."

6. <u>Representations, Warranties and Agreements</u>. The District hereby represents, warrants and agrees as follows:

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

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the 2022 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the 2022 Bonds for the purposes described in the Limited Offering Memorandum; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Limited Offering Memoranda, including but not limited to entering into the Collection Agreement to provide for the collection of the 2022 Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Siment Resolutions, the Financing Documents, the Financing Documents, the Ancillary Agreements to which it is a party and the 2022 Bonds;

(c) At meetings of the Board that were or will be duly called and noticed and at which a quorum was or will be present and acting throughout, the Board has duly adopted the Bond Resolution and will, prior to the delivery of the 2022 Bonds, have adopted all of the Assessment Resolutions, and the same are and will be in full force and effect and have not been and will not be supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the 2022 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the 2022 Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the 2022 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution and delivery of such agreements by the other parties thereto), the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of such agreements by the other parties thereto), the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

The District is not in material breach of or material default under any applicable (d) provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the 2022 Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions (once all of the Assessment Resolutions are adopted), and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the 2022 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the 2022 Bonds, the Ancillary Agreements or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the 2022 Bonds, or under the 2022 Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the 2022 Bonds;

(f) The descriptions of the 2022 Bonds, the Financing Documents, the Ancillary Agreements and the 2022 Projects, to the extent referred to in the Limited Offering Memoranda,

conform in all material respects to the 2022 Bonds, the Financing Documents, the Ancillary Agreements and the 2022 Projects, respectively;

(g) The 2022 Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the 2022 Bonds, the Indenture will provide, for the benefit of the holders from time to time of the 2022 Bonds, a legally valid and binding pledge of and first lien on the respective Series of Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the 2022 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2022 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum, or the collection of 2022 Assessments, or the pledge of and lien on the respective Pledged Revenues pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the 2022 Bonds, or the authorization of the 2022 Projects, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the 2022 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the 2022 Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the 2022 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the 2022 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the 2022 Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE 2022 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner" and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda Memorandum under the captions "DESCRIPTION OF THE 2022 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner" and "UNDERWRITING";

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

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the 2022 Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

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

(o) Except as disclosed in the Limited Offering Memoranda, the District has never failed to comply in any material respect with any continuing disclosure obligations previously undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

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

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the 2022 Bonds), notes or other obligations payable from the Pledged Revenues for either Series of 2022 Bonds.

7. <u>Closing</u>. At 10:00 a.m. prevailing time on [\_\_\_\_\_], 2022 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the 2022 Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the 2022 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the 2022 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The 2022 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

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

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the 2022 Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

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

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

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

(4) The opinion, dated as of the Closing Date and addressed to the District, of Akerman LLP, Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as Appendix B, together with letters of such counsel, dated as of the Closing

Date and addressed to the Underwriter and Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and Trustee to the same extent as if such opinion were addressed to them;

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

(6) The opinion, dated as of the Closing Date and addressed to the District, the Underwriter and the Trustee of Kutak Rock LLP, counsel to the District, in the form annexed as <u>Exhibit D</u> hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of Patricia Nolan, Esq., general counsel to the Landowner, in the form annexed as <u>Exhibit E</u> hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

(8) An opinion, dated as of the Closing Date and addressed to the Underwriter, Underwriter's Counsel, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

(9) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee;

(10) Certificate of Landowner dated as of the Closing Date, in the form annexed as  $\underline{\text{Exhibit F}}$  hereto, or otherwise in form and substance satisfactory to Bond Counsel, the Underwriter, Underwriter's counsel and counsel to the District.

(11) A copy of the Establishment Rule;

A certificate, dated as of the Closing Date, signed by the Chairperson or (12)Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the 2022 Assessments, as described in the Indenture; and (v) the Limited Offering Memorandum (other than the information under the captions "DESCRIPTION OF THE 2022 BONDS - Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION - The Landowner" and "UNDERWRITING," as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(14) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the 2022 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Policies and Procedures;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the 2022 Bonds;

(17) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as <u>Exhibit G</u> hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;

(18) A certificate of the District Manager and Methodology Consultant in the form annexed as <u>Exhibit H</u> hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;

(19) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the 2022 Bonds;

(20) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;

(21) A certified copy of the final judgment of the Circuit Court in and for St. Johns County, Florida, validating the issuance of Bonds pursuant to the Master Indenture and the certificate of no-appeal;

(22) Certified copies of the "Six Mile Creek CDD Improvement Plan" dated December 1, 2006, the "Supplemental Engineer's Report for the 2007 Capital Improvements" adopted on May 25, 2007, the "Supplemental Engineer's Report for the 2015 Capital Improvements" adopted on November 19, 2014, the "Supplemental Engineer's Report for Series 2016 Capital Improvements" adopted on March 16, 2016, the "Supplemental Engineer's Report for the 2017 Capital Improvements" adopted on October 27, 2017, the "Supplemental Engineer's Report for the 2017 Capital Improvements" adopted on October 27, 2017, the "Supplemental Engineer's Report for the Series 2022 Capital Improvements" dated June 2, 2020, the "Supplemental Engineer's Report for the Supplemental Engineer's Report for Series 2021 Capital Improvements" dated September 10, 2021, and the "Supplemental Engineer's Report for Series 2022 Capital Improvements" dated [October \_\_, 2022], prepared by England-Thims & Miller, Inc. (the "District Engineer");

(23) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for Permitted Omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the 2022 Bonds;

(24) A copy of the [Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds (2022)] dated the date hereof 14, 2021], prepared by Governmental Management Services, LLC;

(25) Acknowledgments in recordable form by all mortgage holder(s) on lands within the 2022 Project Area, if any, as to the superior lien of the 2022 Assessments in form and substance acceptable to Underwriter and Underwriter's Counsel;

(26) A Declaration of Consent to Jurisdiction of Six Mile Creek Community Development District and to Imposition of Special Assessments executed and delivered by the Landowner and any other entity owning any land in the 2022 Project Area as of the Closing Date with respect to all real property owned by such entity(ies) within the District which is subject to the 2022 Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

(27) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the 2022 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreement and Rule 15c2-12, (iii) that it has policies and procedures in place to ensure its compliance with its obligations under the Continuing Disclosure Agreement, and (iv) covenanting to comply with the District's continuing disclosure undertakings entered into pursuant to Rule 15c2-12 at all times in the future;

(28) Evidence satisfactory to the Underwriter and its counsel that (i) the 2016B Assessments have been deemed paid by the District and no longer constitute liens against any of the land within the 2022 Project Area, and (ii) an amount of the 2016B Bonds corresponding to the amount of such 2016B Assessments deemed paid have been defeased and refunded; and

(29) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Landowner on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the 2022 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the 2022 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall

be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. **Termination**. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the 2022 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the 2022 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the 2022 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the 2022 Bonds, or the market price generally of obligations of the general character of the 2022 Bonds; (ii) the District or the Landowner has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, the Landowner or any Builder, other than in the ordinary course of its business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the 2022 Assessments.

## 10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the 2022 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the 2022 Bonds. The District shall submit for

recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the 2022 Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the 2022 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and processes leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the limited offering of the 2022 Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided or is currently advising or providing services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the 2022 Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

12. <u>Notices</u>. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to Governmental Management Services, LLC, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. <u>Parties in Interest; Survival of Representations</u>. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the 2022 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the 2022 Bonds pursuant to this Purchase Contract.

14. <u>Effectiveness</u>. This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

**15.** <u>**Headings**</u>. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

16. <u>Amendment</u>. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

17. <u>Governing Law</u>. This Purchase Contract shall be governed and construed in accordance with the laws of the State.

18. <u>Counterparts; Facsimile</u>. This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature page follows]

Very truly yours,

# FMSBONDS, INC.

Senior Vice President - Trading

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_\_ Gregg Kern, Chairperson, Board of Supervisors

## EXHIBIT A

#### DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[October \_\_], 2022

Board of Supervisors Six Mile Creek Community Development District St. Johns County, Florida

Re: Six Mile Creek Community Development District \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the 2022 Bonds, FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated [October \_\_\_], 2022 (the "Bond Purchase Contract"), between the Underwriter and Six Mile Creek Community Development District (the "District"), furnishes the following disclosures to the District (all capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Bond Purchase Contract):

- 1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the 2022 Bonds is approximately \$[\_\_\_] per \$1,000.00 or \$[\_\_\_\_].
- 2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the 2022 Bonds are: None.
- 3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the 2022 Bonds are set forth in Schedule I attached hereto.
- 4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
- 5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the 2022 Bonds to any person not regularly employed or retained by the Underwriter in connection with the 2022 Bonds is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District from the proceeds of the 2022 Bonds.
- 6. The name and address of the Underwriter is:

FMSbonds, Inc. 20660 W. Dixie Highway North Miami Beach, Florida 33180

The District is proposing to issue \$[\_\_\_\_] aggregate amount of the 2022 Bonds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the 2022 Project;

(ii) refund a portion of the outstanding 2016B Bonds; (iii) pay interest on the 2022 Bonds through [November 1, 2023], (iv) pay certain costs associated with the issuance of the 2022 Bonds; and (v) fund the 2022 Reserve Account as provided in the Indenture.

The debt evidenced by the 2022 Bonds is expected to be repaid over a period of approximately [\_\_\_\_] (\_\_) years and [\_\_\_\_] (\_\_) months. At the interest rates set out in Exhibit B to this Purchase Contract, total interest paid over the life of the 2022 Bonds will be \$[\_\_\_\_].

The source of repayment for the 2022 Bonds is the 2022 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the 2022 Bonds will result in  $[____]$  (representing the average annual debt service payments due on the 2022 Bonds) of the 2022 Assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the 2022 Bonds were not issued, the District would not be entitled to impose and collect the 2022 Assessments in the amount of the principal of and interest to be paid on the 2022 Bonds.

[Signature page to Disclosure and Truth in Bonding Statement]

Sincerely,

# FMSBONDS, INC.

By: Theodore A. Swinarski, Senior Vice President - Trading

# SCHEDULE I

# **Expenses for the 2022 Bonds:**

| Expense           | Amount |
|-------------------|--------|
| DALCOMP           | \$[]   |
| Clearance         |        |
| CUSIP             |        |
| DTC               |        |
| FINRA/SIPC        |        |
| MSRB              |        |
| Electronic Orders |        |
| TOTAL:            | \$[]   |
|                   |        |

#### EXHIBIT B

#### TERMS OF BONDS

1. **Purchase Price for the 2022 Bonds:** \$[\_\_\_\_] (representing the \$[\_\_\_] aggregate principal amount of the 2022 Bonds, [plus/less net original issue premium/discount of \$[\_\_\_] and] less an underwriter's discount of \$[\_\_\_]).

## 2. Principal Amounts, Maturities, Interest Rates, [Yields,] and Prices:

| <b>2022 Bonds</b> |               |      |         |       |  |  |
|-------------------|---------------|------|---------|-------|--|--|
| Amount            | Maturity Date | Rate | [Yield] | Price |  |  |

[\*Yield calculated to the first optional call date of May 1, 20\_\_.]

The Underwriter has offered the 2022 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the 2022 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: \_\_\_\_\_].

# 5. **Redemption Provisions:**

#### **Optional Redemption**

The 2022 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_ (less than all 2022 Bonds to be selected by lot) at the Redemption Price equal to the par amount thereof, together with accrued interest to the date of redemption.

#### **Mandatory Sinking Fund Redemption**

\*

The 2022 Bonds maturing on May 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year         | Principal |
|--------------|-----------|
| <u>(May)</u> | Amount    |

\*Maturity

The 2022 Bonds maturing on May 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established

under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year  | Principal |  |
|-------|-----------|--|
| (May) | Amount    |  |
|       |           |  |
|       |           |  |
|       |           |  |
| *     |           |  |
|       |           |  |

\*Maturity

The 2022 Bonds maturing on May 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year<br><u>(May)</u> | Principal<br><u>Amount</u> |
|----------------------|----------------------------|
|                      |                            |
| *                    |                            |

\*Maturity

Upon any redemption of 2022 Bonds (other than 2022 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2022 Bonds upon surrender to the Trustee (including any surrender pursuant to the Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022 Bonds.

#### **Extraordinary Mandatory Redemption**

The 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date (defined in the Indenture as each February 1, May 1, August 1 and November 1), in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) from 2022 Prepayment Principal (as defined in the Indenture) and Connection Fees (as defined in the Indenture) deposited into the 2022 Prepayment Subaccount of the 2022 Redemption Account; or

(b) on or after the Completion Date of the 2022 Projects, by application of moneys remaining in the [2022 Acquisition and Construction Account] of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the 2022 Projects, all of which shall be transferred to the 2022 Redemption Account of the Debt Service Fund and credited toward extinguishment of the 2022 Assessments and applied toward the redemption of the 2022 Bonds, in accordance with the manner it has credited such excess moneys toward extinguishment of 2022 Assessments, which the District shall describe to the Trustee in writing; or

(c) from amounts transferred to the 2022 Prepayment Subaccount of the 2022 Redemption Account resulting from a reduction in the 2022 Reserve Account Requirement as provided for in the Indenture, and,

(d) on the date on which the amount on deposit in the 2022 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2022 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2022 Bonds shall be called for redemption, the particular 2022 Bonds or portions of 2022 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

#### EXHIBIT C

## BOND COUNSEL'S SUPPLEMENTAL OPINION

[October ], 2022

Six Mile Creek Community Development District St. Johns County, Florida

FMSbonds, Inc. North Miami Beach, Florida

Re: Six Mile Creek Community Development District \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Six Mile Creek Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the <u>Florida Statutes</u>, as amended (the "Act"), in connection with the issuance by the District of its [\_\_\_\_] original aggregate principal amount of Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the 2022 Bonds. The 2022 Bonds are secured pursuant to that certain Master Trust Indenture, dated July 1, 2007 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented by the Eleventh Supplemental Trust Indenture dated as of [October] 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), by and between the District and the Trustee.

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the 2022 Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [October \_\_], 2022 (the "Purchase Contract"), for the purchase of the 2022 Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

Based upon the forgoing, we are of the opinion that:

1. The sale of the 2022 Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.

2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memoranda under the captions "INTRODUCTION," "DESCRIPTION OF THE 2022 BONDS," "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS," "and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" insofar as such statements constitute

descriptions of the 2022 Bonds and the Indenture, are accurate as to the matters set forth or documents described therein, and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE," insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State") and the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), is accurate as to the matters set forth therein.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the 2022 Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the 2022 Bonds.

Very truly yours,

## EXHIBIT D

## **ISSUER'S COUNSEL'S OPINION**

[October ], 2022

Six Mile Creek Community Development District St. Johns County, Florida

FMSbonds, Inc. North Miami Beach, Florida

U.S. Bank Trust Company, National Association, as Trustee Fort Lauderdale, Florida (solely for reliance upon Sections C.1., C.2. and C.3)

> Re: Six Mile Creek Community Development District \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area)

Ladies and Gentlemen:

We serve as counsel to the Six Mile Creek Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its Six Mile Creek Community Development District  $[\_]$  Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "**2022 Bonds**"). This letter is delivered to you pursuant to Section 207(iii) of the Master Indenture (defined below), Section 2.07 of the respective Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

## A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

- 1. Rule 42GGG-1, of the Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission effective March 7, 2007, as amended ("Establishment Rule");
- 2. the *Master Trust Indenture*, dated as of July 1, 2007 ("**Master Indenture**"), as amended and supplemented by the *Eleventh Supplemental Trust Indenture* dated as of [October] 1, 2022 (the "**Supplemental Indenture**" and, together with the Master Indenture, the "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");
- 3. Resolutions Nos. 2007-14 and 2022-[\_\_] adopted by the District on March 30, 2007, and October 19, 2022, respectively (collectively, "**Bond Resolution**");
- 4. the "Six Mile Creek CDD Improvement Plan" dated December 1, 2006, the "Supplemental Engineer's Report for the 2007 Capital Improvements" adopted on May 25, 2007, the "Supplemental Engineer's Report for the 2015 Capital Improvements" adopted on November 19, 2014, "Supplemental Engineer's Report for the 2016 Capital Improvements"

adopted on March 16, 2016, the "Supplemental Engineer's Report for the 2017 Capital Improvements" adopted on October 27, 2017, the "Supplemental Engineer's Report for the Series 2022 Capital Improvements" adopted on June 2, 2020, the "Supplemental Engineer's Report for the Series 2022 Capital Improvements" adopted on January 19, 2021, as supplemented by the Six Mile Creek Community Development Supplemental Engineers Report for Series 2021 Capital Improvements, adopted on September 10, 2021, as supplemented by Six Mile Creek Community Development Supplemental Engineers Report for Series 2022 Capital Improvements, adopted on September 10, 2021, as "Engineer's Report"), which describes among other things, the "2022 Projects;"

- 5. [Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds (2022) dated [\_\_\_\_\_\_, 2022] (collectively, "Assessment Methodology");
- 6. Resolution Nos. 2023-[\_], 2023-[\_], 2023-[\_] and 2023-[\_] (collectively, "Assessment Resolution"), establishing the debt service special assessments ("Debt Assessments") securing the Bonds;
- 7. the *Final Judgment* issued on May 16, 2007, by the Circuit Court for the Seventh Judicial Circuit in and for Flagler, Putnam, St. Johns and Volusia Counties, Florida, in Case No. CA07-0435, and Certificate of No Appeal issued on June 18, 2007;
- 8. the Preliminary Limited Offering Memorandum dated [October \_], 2022 ("PLOM") and Limited Offering Memorandum dated [October \_], 2022 ("LOM");
- 9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
- 10. certain certifications of England-Thims & Miller, Inc., as District Engineer;
- 11. certain certifications of Governmental Management Services, LLC, as District Manager and Assessment Consultant;
- 12. general and closing certificate of the District;
- 13. an opinion of Akerman LLP ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
- 14. an opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
- 15. an opinion of Patricia Nolan, Esq., counsel to the Landowner (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
- 16. the following agreements ("**Bond Agreements**"):
  - (a) the Continuing Disclosure Agreement dated [October \_\_\_], 2022, by and among the District, Six Mile Creek Investment Group, LLC ("Landowner") and Governmental Management Services, LLC;
  - (b) the Bond Purchase Contract between Underwriter and the District and dated [October \_\_\_], 2022 ("**BPA**");
  - (c) the Acquisition Agreement (2022 Bonds) between the District and the Landowner and dated [October ], 2022;
  - (d) the Completion Agreement between the District and the Landowner dated [October \_\_\_], 2022;

- (e) the Agreement between the District and the Landowner regarding the True-Up and Payment of 2022 Assessments and dated [October \_\_\_\_], 2022; and
- (f) the Collateral Assignment and Assumption Agreement (2022 Bonds) between the District and the Landowner and dated [October ], 2022; and
- 17. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Landowner, counsel to the Landowner, and others relative to the Limited Offering Memorandum and the related documents described herein.

#### **B. RELIANCE**

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2. and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

## C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. *Authority* – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (the "Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. Assessments – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. *Agreements* – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (c) – (d) listed herein by any other parties thereto) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against

the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. *Validation* – The Bonds have been validated by a final judgment of the Circuit Court in and for Flagler, Putnam, St. Johns and Volusia Counties, Florida, of which no timely appeal was filed.

5. *Governmental Approvals* – All necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM** and LOM - The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS - Prepayment of 2022 Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT - Landowner Agreements" (solely as it relates to the description of such agreements). "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION - The District," "CONTINUING DISCLOSURE," (excluding information related to the Landowner), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – To the best of our knowledge, and based on inquiry of the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. *Compliance with Laws* – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State or the United States, or to the best of our knowledge, any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other

material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. *Authority to Undertake the 2022 Projects* - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the 2022 Projects, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

# **D. CERTAIN ASSUMPTIONS**

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto.

# E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the existing laws of Florida and the United States of America in effective at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government, or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, including any changes in the Internal Revenue Code ("Code"), relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Code.

5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Landowner is able to convey good and marketable title to any particular real property or interest therein and related to the 2022 Projects.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KUTAK ROCK LLP

For the Firm

## EXHIBIT E

#### FORM OF LANDOWNER'S COUNSEL OPINION

Six Mile Creek Community Development District St. Johns County, Florida

FMSbonds, Inc. North Miami Beach, Florida

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

Re: <u>\$</u> Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "Series 2022 Bonds")

Ladies and Gentlemen:

I serve as General Counsel for GreenPointe Holdings, LLC, a Florida limited liability company and affiliate of GreenPointe Communities, LLC, a Florida limited liability company that serves as the manager of Six Mile Creek Investment Group, LLC ("Landowner"), a Delaware limited liability company qualified to do business in Florida.

Landowner is the owner of the master-planned residential community ("**Development**") in St. Johns County, Florida ("**County**"), which includes approximately [1,356] acres of land (the "**District Lands**") located within the boundaries of Six Mile Creek Community Development District ("**District**"), a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and by Rule 42GGG-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, as amended.

Incident to the Landowner's ownership of the Development, the Landowner will participate in, consent to, and implement the District's issuance of its Series 2022 Bonds, all as more particularly described in that certain Limited Offering Memorandum dated \_\_\_\_\_\_, 2022 (the "LOM") and the Closing Memorandum dated \_\_\_\_\_\_, 2022 (the "Closing Memo") and the other Bond Documents (defined below) (the "Bond Transaction").

This opinion is delivered to you pursuant to Section 8(c)(7) of the Bond Purchase Contract (defined below) at the request and consent of Landowner, is effective as of the date first written above and is furnished to you solely for your benefit in connection with the Bond Transaction and may not be relied upon by any other party without my prior written consent in each instance.

This opinion letter is limited to the matters expressly stated herein and no opinions are to be inferred or may be implied beyond the opinions expressly so stated.

This opinion letter has been prepared and is to be construed in accordance with the "Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011" (the "**Report**"). The Report is incorporated by reference into this opinion letter.

In connection with rendering the opinions set forth herein, I have examined and/or relied upon the following documents and have made such examination of law as I have deemed necessary or appropriate (collectively, the "**Bond Documents**"):

- Rule 42GGG-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, as amended ("Establishment Rule");
- (ii) the Master Trust Indenture, dated as of July 1, 2007 ("Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as successor trustee ("Trustee"), as supplemented by the Eleventh Supplemental Trust Indenture, dated as of \_\_\_\_\_\_, 2022 ("Supplemental Trust Indenture"), by and between the District and the Trustee;
- (iii) Resolutions Nos. 2007-14 and 2023-\_\_\_\_\_adopted by the District on March 30, 2007 and October 19, 2022, respectively (collectively, "**Bond Resolution**");
- (iv) the "Six Mile Creek CDD Improvement Plan" dated December 1, 2006, the "Supplemental Engineer's Report for the 2007 Capital Improvements" adopted on May 25, 2007, the "Supplemental Engineer's Report for the 2015 Capital Improvements" adopted on November 19, 2014, "Supplemental Engineer's Report for the 2016 Capital Improvements" adopted on March 16, 2016, the "Supplemental Engineer's Report for the 2017 Capital Improvements" adopted on October 27, 2017, the "Supplemental Engineer's Report for the Series 2022 Capital Improvements" adopted on June 2, 2020, the "Supplemental Engineer's Report for the Series 2022 Capital Improvements" adopted on January 19, 2021, as supplemented by the Six Mile Creek Community Development Supplemental Engineers Report for Series 2022 Capital Improvements, adopted on September 10, 2021, as supplemented by Six Mile Creek Community Development Supplemental Engineers Report for Series 2022 Capital Improvements, adopted on September 10, 2021, as supplemented by Six Mile Creek Community Development Supplemental Engineers Report for Series 2022 Capital Improvements, adopted on September 10, 2021, as supplemented by Six Mile Creek Community Development Supplemental Engineers Report for Series 2022 Capital Improvements, adopted on September 10, 2021, as supplemented by Six Mile Creek Community Development Supplemental Engineers Report for Series 2022 Capital Improvements, adopted on [October \_\_, 2022] (collectively, "Engineer's Report"), which describes among other things, the "2022 Projects;"
- (v) [Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds (2022) dated [\_\_\_\_\_\_, 2022] (collectively, "Assessment Methodology");
- (vi) Resolution Nos. 2023-[\_], 2023-[\_], 2023-[\_] and 2023-[\_] (collectively, "Assessment Resolution"), establishing the debt service special assessments ("Debt Assessments") securing the Bonds;
- (vii) the Final Judgment issued on May 16, 2007, by the Circuit Court for the Seventh Judicial Circuit in and for Flagler, Putnam, St. Johns and Volusia Counties, Florida, in Case No. CA07-0435, and Certificate of No Appeal issued on June 18, 2007;
- (viii) the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2022 and the LOM;
- (ix) the Bond Purchase Contract between Underwriter and the District and dated \_\_\_\_\_\_, 2022 ("Bond Purchase Contract");
- (x) certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Series 2022 Note;
- (xi) certain certifications of England-Thims & Miller, Inc., as "District Engineer";
- (xii) certain certifications of Governmental Management Services, LLC, as "District Manager and Assessment Consultant";
- (xiii) general and closing certificate of the District;
- (xiv) an opinion of Akerman, LLP ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Series 2022 Bonds;
- (xv) an opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Series 2022 Bonds;
- (xvi) an opinion of Kutak Rock, LLP, as counsel to the District, issued to the District and the Underwriter in connection with the sale and issuance of the Series 2022 Bonds;

## (xvii) the following agreements (collectively, "Landowner Bond Agreements"):

- a. the Continuing Disclosure Agreement dated \_\_\_\_\_, 2022, by and among the District, Landowner and a dissemination agent;
- b. the Agreement Regarding the Acquisition of Work Product, Improvements and Real Property by and between the District and the Landowner and dated \_\_\_\_\_, 2022;
- c. the Agreement Regarding the Completion of District Improvements by and between the District and the Landowner and dated \_\_\_\_\_, 2022;
- d. the Agreement Regarding the True-Up and Payment of Assessments in recordable form by and between the District and the Landowner and dated \_\_\_\_\_\_, 2022; and
- e. the Collateral Assignment and Assumption of Development Rights in recordable form by and between the District and the Landowner and dated \_\_\_\_\_\_, 2022;
- f. a Declaration of Consent to Jurisdiction executed by the Landowner (2022 Project Area);
- (xviii) the following organizational and authorizing documents of the Landowner (collectively, the "Landowner Organizational Documents"):
  - a. Certificate of Formation of Six Mile Creek Investment Group, LLC, filed with the Delaware Secretary of State on July 2, 2013;
  - b. Limited Liability Company Agreement of Six Mile Creek Investment Group, LLC, a Delaware limited liability company, dated July 8, 2013, as amended by the First Amendment thereto dated May 1, 2016 and the Second Amendment thereto dated March 17, 2020 (collectively, the "Landowner's Operating Agreement");
  - c. Certificate of Good Standing of Six Mile Creek Investment Group, LLC, dated \_\_\_\_\_, 2022, issued by the Delaware Secretary of State;
  - d. Certificate of Active Status of Six Mile Creek Investment Group, LLC, dated \_\_\_\_\_, 2022, issued by the Florida Department of State;
  - e. Written Consent of the Members of Six Mile Creek Investment Group, LLC, dated \_\_\_\_\_, 2022, authorizing the Bond Transaction; and
  - f. Resolution by Written Consent of Six Mile Creek Investment Group, LLC, dated \_\_\_\_\_, 2022, appointing officers.

For purposes of rendering the opinions contained in this opinion letter, I have not reviewed any documents other than the documents listed above. I have also not reviewed any documents that may be referred to in or incorporated by reference into any of the documents listed above.

I have, with your consent, assumed that certificates of public officials dated earlier than the date of this opinion letter remain accurate from such earlier dates through and including the opinion letter date.

Capitalized terms used but not defined in this opinion shall have the meanings ascribed to them in the Landowner Organizational Documents or the LOM.

In rendering the opinions herein, I have relied, without investigation on each of the following assumptions:

A. The enforceability of the Landowner Bond Agreements in accordance with their respective terms is subject to (i) the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights and/or remedies generally, and (ii) general equitable principles which limit specific enforcement of, or indemnification provisions in the Landowner Bond Agreements. Our opinion as to enforceability of any document is, therefore, subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights and/or remedies generally and general

principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), commercial reasonableness, good faith and the exercise of judicial discretion in appropriate cases.

B. Certain rights and remedies contained in the Landowner Bond Agreements may be rendered ineffective, or limited, by applicable laws or judicial decisions governing such provisions, but such laws and judicial decisions do not, in our opinion, make the Landowner Bond Agreements inadequate for the practical realization of the benefits intended to be provided by the Landowner Bond Agreements.

C. I have examined the originals or copies of such records of Landowner, certificates of public officials, the Landowner Organizational Documents, and such other agreements, instruments and documents that I have deemed necessary as a basis for the opinions hereinafter expressed.

D. In rendering the foregoing opinions, I have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by me that have been executed or certified by the public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof.

E. In rendering this opinion, I have assumed the genuineness of all signatures (other than those of Landowner), the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

F. Except for Landowner, I have assumed that each other party to the Landowner Bond Agreements has the requisite power and authority to enter into and perform its respective obligations under the Landowner Bond Agreements, and has duly authorized and executed and delivered the respective Landowner Bond Agreements, and that such Landowner Bond Agreements are valid, binding and enforceable against such other parties.

G. I have assumed that the Landowner Bond Agreements reviewed by me contain the entire agreement of the parties with respect to the subject matter thereof, and that there are no other oral or written agreements between the parties that would modify the Landowner Bond Agreements.

H. As to any fact relevant to this opinion, I have relied solely upon representations of Landowner. Except to the extent expressly set forth herein, I have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as our knowledge of the existence of such facts should be drawn from the fact of our limited representation of Landowner in connection with the Bond Transaction. Whenever our opinion herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or awareness, it is intended to signify that during the course of our limited representation of Landowner as herein described, no information has come to our attention which would give me actual knowledge of the existence or absence of such facts.

I. When used in this opinion letter, the term "Applicable Laws" means the federal and Florida laws, rules and regulations that a Florida counsel exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Landowner, the Landowner Bond Agreements or the Bond Transaction to which the opinion relates but excluding those areas of law that are expressly excluded from the scope of the opinion in this opinion letter or are otherwise excluded from opinions of Florida counsel under customary opinion practice in Florida. The opinions expressed herein relate solely to Florida and federal law, and the Delaware Limited Liability Act set forth in Title 6, Chapter 18 of the Delaware Code, as now existing. I express no opinion with regard to any matters which may be, or which purport to be, governed by the laws of any other state or jurisdiction. Nothing herein shall be

construed as an opinion regarding the possible applicability of federal or state securities or "blue sky" laws, as to which no opinion is expressed.

J. I exclude from this opinion letter an opinion as to the applicability or effect of any Federal or state taxes, including income taxes, sales taxes and franchise fees.

K. I express no opinions other than those specifically set forth herein and no other opinions may be considered implied or inferred hereby.

Based upon and subject to the foregoing, and subject to the qualifications set forth herein, I am of the opinion that:

1. Landowner is a limited liability company, organized, and in good standing under the laws of the State of Delaware.

2. Based solely on a certificate of status from the Florida Department of State dated [\_\_\_\_\_\_\_, 2022], the Landowner is authorized to transact business as a foreign limited liability company in the State of Florida and its status in Florida is active.

3. Landowner has the limited liability company power to execute and deliver the Landowner Bond Agreements and to perform its obligations thereunder.

4. The Landowner has authorized the execution, delivery and performance of the Landowner Bond Agreements by all necessary limited liability company action, the Landowner Bond Agreements have been executed and delivered by Landowner and, assuming the due authorization, execution and delivery of each Landowner Bond Agreement by the other parties thereto, the Landowner Bond Agreements constitute legal, valid and binding obligations of Landowner, enforceable in accordance with their respective terms.

5. The execution, delivery and performance of the Landowner Bond Agreements by Landowner do not violate (a) Landowner's Organizational Documents, or (b) violate any of the Applicable Laws.

6. Nothing has come to my attention that would lead me to believe the information contained in the LOM under the captions "THE DEVELOPMENT," "THE LANDOWNER," "CONTINUING DISCLOSURE" (with respect to the Landowner), and "LITIGATION – The Landowner," does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact, nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the respective dates of the LOM or as of the date hereof.

7. Nothing has come to my attention that would lead me to believe that Landowner is not in compliance in all material respects with all provisions of Applicable Law in all material matters relating to Landowner as described in the LOM. Except as described in the LOM, including, without limitation, the section thereof entitled "THE LANDOWNER": (a) I have no actual knowledge that Landowner has not received all government permits required in connection with the development of the 2022 Projects, as described in the LOM, other than certain permits, which permits are expected to be received as needed; and (b) I have no actual knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect Landowner's ability to complete development of the 2022 Projects or the development of the 2022 Project Area as described in the LOM.

8. To my knowledge based on a certificate of Landowner, the levy of the Debt Assessments on the District Lands subject to the Debt Assessments will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which Landowner is a party or to which Landowner or any of its property or assets is subject.

9. To my knowledge based on a certificate of Landowner, there is no threatened litigation which would prevent or prohibit the development of the 2022 Project Area or the construction of the 2022 Projects in accordance with the descriptions thereof in the LOM and the Engineer's Report annexed thereto, or which may result in any material adverse change in the business, properties, assets or financial condition of Landowner.

10. To my knowledge based on a certificate of Landowner, Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To my knowledge, based on a certificate of Landowner, Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

11. To my knowledge based on a certificate of Landowner, Landowner is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2022 Bonds or the development of the District Lands.

This opinion letter speaks only as of the date hereof and I assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if I become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

I have no obligation to update this opinion letter or otherwise advise you with respect to any event or circumstance arising after the date hereof or with respect to events or circumstances occurring prior to the date hereof which are not known to me but of which I subsequently become aware. This opinion letter is provided as a legal opinion only and not as a guaranty or warranty of the matters discussed herein or in documents referred to herein. No opinion may be inferred or implied beyond the matters expressly stated herein.

This opinion is solely for the benefit of the addressees in connection with the Bond Transaction and this opinion may not be relied upon in any manner, nor used, by any other persons or entities or for any other purpose.

Sincerely

Patricia M. Nolan

## EXHIBIT F

## **CERTIFICATE OF LANDOWNER**

Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), DOES HEREBY CERTIFY, that:

1. This Certificate of the Landowner is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated [October \_\_], 2022 (the "Purchase Contract") between Six Mile Creek Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds") Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Landowner is a limited liability company organized and existing under the laws of the State of Delaware and qualified to transact business in the State of Florida.

3. Representatives of the Landowner have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [October \_], 2022 and the Limited Offering Memorandum, dated [October \_], 2022, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent dated [October \_\_\_], 2022 executed by the Landowner and to be recorded in the public records of St. Johns County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms.

5. The Landowner has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECTS," "THE DEVELOPMENT," "THE LANDOWNER," "BONDOWNERS' RISKS" (as it relates to the Landowner and the Development), "LITIGATION – The Landowner" and "CONTINUING DISCLOSURE" (as it relates to the Landowner) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Landowner is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Landowner represents and warrants that it has complied with and will continue to comply with Chapter 190.048, <u>Florida Statutes</u>, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Landowner which has not been disclosed in the Limited Offering Memoranda.

8. The Landowner hereby represents that it owns all of the land in the District that will be subject to the 2022 Assessments and hereby consents to the levy of the 2022 Assessments on the lands in the District owned by the Landowner. The levy of the 2022 Assessments on the lands in the District will
not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Landowner is a party or to which its property or assets are subject.

9. The Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Landowner acknowledges that the 2022 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the 2022 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the 2022 Bonds when due.

11. To the best of the Landowner's knowledge, the Landowner is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Landowner is subject or by which the Landowner or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents or on the Development and is not delinquent in the payment of all ad valorem, federal and state taxes associated with the Development.

12. There is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of the Landowner's knowledge, threatened against the Landowner (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Landowner is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents or documents, Declaration of Consent and/or Ancillary Documents, Declaration of Consent and/or the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Landowner, or of the Landowner's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Landowner, or (d) that would have a material and adverse effect upon the ability of the Landowner to (i) complete the development of the 2022 Project Area within the District as described in the Limited Offering Memoranda, (ii) pay the 2022 Assessments, or (iii) perform its various obligations as described in the Limited Offering Memoranda.

13. To the best of the Landowner's knowledge after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the 2022 Project Area and the 2022 Projects as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the 2022 Project Area is zoned and properly designated for their intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Landowner is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Landowner's ability to complete or cause the completion of development of the 2022 Project Area as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the 2022 Project Area and the 2022 Projects as described in the Offering Memoranda will not be obtained as required.

14. The Landowner acknowledges that it will have no rights under Chapter 170, <u>Florida</u> <u>Statutes</u>, as amended, to prepay, without interest, the 2022 Assessments imposed on lands in the District owned by the Landowner within thirty (30) days following completion of the respective 2022 Projects and acceptance thereof by the District. 15. The Landowner has entered into prior continuing disclosure obligations in connection with SEC Rule 15c2-12, and the information presented in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE" (at it relates to the Landowner only) accurately reflects the continuing disclosure history of the Landowner.

16. The Landowner is not in default of any obligations to pay special assessments and the Landowner is not insolvent.

Dated: [\_\_\_\_\_], 2022.

# SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company

| By:         |  |
|-------------|--|
| Print Name: |  |
| Title:      |  |

# EXHIBIT G

# **CERTIFICATE OF ENGINEER**

# ENGLAND-THIMS & MILLER, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated [October \_\_], 2022 (the "Purchase Contract"), by and between Six Mile Creek Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [October \_\_], 2022 and the Limited Offering Memorandum, dated [October \_\_], 2022, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District as consulting engineers.

3. The plans and specifications for the 2022 Projects (as described in the Limited Offering Memoranda) improvements were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the 2022 Projects have been obtained and all environmental and other regulatory permits or approvals required in connection with the development of the 2022 Project Area have either been obtained or are reasonably expected to be obtained in the ordinary course.

The Engineers prepared the reports entitled "Six Mile Creek CDD Improvement Plan" 4. dated December 1, 2006, the "Supplemental Engineer's Report for the 2007 Capital Improvements" adopted on May 25, 2007, the "Supplemental Engineer's Report for the 2015 Capital Improvements" adopted on November 19, 2014, the "Supplemental Engineer's Report for Series 2016 Capital Improvements" adopted on March 16, 2016, the "Supplemental Engineer's Report for the 2017 Capital Improvements" adopted on October 27, 2017, the "Supplemental Engineer's Report for the Series 2022 Capital Improvements" dated June 2, 2020, the "Supplemental Engineer's Report for the 2021 Capital Improvements" dated January 19, 2021," and the "Supplemental Engineer's Report for Series 2021 Capital Improvements" dated September 10, 2021, and the "Supplemental Engineer's Report for Series 2022 Capital Improvements" dated [October \_, 2022] (collectively referred to herein as the "Engineer's Report"). The Report was prepared in accordance with generally accepted engineering principles. The Supplemental Engineer's Report for the Series 2022 Capital Improvements is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the 2022 Projects and the development of the 2022 Project Area are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECTS" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The price expected to be paid by the District, based on current construction cost estimates, to the Landowner for any future acquisition of the improvements included within the 2022 Projects do not exceed the lesser of the cost of the 2022 Projects or the fair market value of the assets acquired by the District.

7. To the best of our knowledge, after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Landowner and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the 2022 Projects and the development of the 2022 Project Area as described in the Limited Offering Memoranda have been received, or are reasonably expected to be obtained; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the 2022 Projects or the 2022 Project Area as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the 2022 Projects or the development of the 2022 Project Area as described in the Limited Offering Memoranda will not be obtained in due course as required by the Landowner, or any other person or entity, necessary for the development of the 2022 Project Area as described in the Limited Offering Memoranda and all appendices thereto.

8. There is adequate water and sewer service capacity to serve the 2022 Project Area.

Date: [\_\_\_\_\_], 2022

# ENGLAND-THIMS & MILLER, INC.

| By:                | _ |
|--------------------|---|
| Print Name:        | _ |
| Title <sup>.</sup> |   |

# EXHIBIT G

# CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

GOVERNMENTAL MANAGEMENT SERVICES, LLC ("Governmental Management Services"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated [October \_\_], 2022 (the "Purchase Contract"), by and between Six Mile Creek Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the 2022 Bonds, as applicable.

2. Governmental Management Services has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its 2022 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [October \_], 2022 and the Limited Offering Memorandum, dated [October \_], 2022, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the 2022 Bonds, we have been retained by the District to prepare the [Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds (2022) dated [\_\_\_\_], 2022] (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the statements in the Limited Offering Memoranda, as they relate to the District, the 2022 Projects, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT," "CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECTS," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "LITIGATION – The District," "CONTINGENT FEES," "EXPERTS," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," and in "APPENDIX D: ASSESSMENT METHODOLOGY" and "APPENDIX E: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the 2022 Bonds, or in any way contesting or affecting the validity of the 2022 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the 2022 Bonds, or the existence or powers of the District.

8. The benefit from the 2022 Projects equals or exceeds the related 2022 Assessments, and such 2022 Assessments are fairly and reasonably allocated across all of the respective lands subject to the 2022 Assessments. Moreover, the 2022 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the 2022 Assessments are sufficient to enable the District to pay the debt service on the 2022 Bonds through the final maturity thereof.

Dated: [\_\_\_\_\_], 2022.

# **GOVERNMENTAL MANAGEMENT SERVICES, LLC**, a Florida limited liability company

| By:    |  |  |  |
|--------|--|--|--|
| Name:  |  |  |  |
| Title: |  |  |  |

#### PRELIMINARY LIMITED OFFERING MEMORANDUM DATED OCTOBER [\_], 2022

NEW ISSUES - BOOK-ENTRY ONLY LIMITED OFFERING

LIMITED OFFERING

[In the opinion of Akerman LLP, Bond Counsel, under existing statutes, regulations, published rulings and court decisions, and assuming compliance by the District with the tax covenants described herein and the accuracy of certain representations included in the closing transcript for the 2022 Bonds (as hereinafter defined), interest on the 2022 Bonds is, under Section 103 of the Code (as hereinafter defined), excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. See "TAX MATTERS" herein. Bond Counsel is further of the opinion that the 2022 Bonds and interest thereon are not subject to taxation under the laws of the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.]

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

# \$9,330,000\* Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area)

#### **Dated: Date of Delivery**

Due: As shown below

The Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds") are being issued by the Six Mile Creek Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Rule 42GGG-1, Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, as amended, and is located within unincorporated St. Johns County, Florida (the "County"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The 2022 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30day months, payable semi-annually on each May 1 and November 1, commencing [May 1, 2023]. The 2022 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the 2022 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the 2022 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), directly to Cede & Co. as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a 2022 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such 2022 Bond. See "DESCRIPTION OF THE 2022 BONDS – Book-Entry Only System" herein.

The 2022 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2007-14 and 2022-[\_\_], adopted by the Board of Supervisors of the District (the "Board") on March 30, 2007, and October 19, 2022, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), as amended and supplemented by the Eleventh Supplemental Trust Indenture dated as of [October] 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" herein.

Proceeds of the 2022 Bonds will be used for the purposes of providing funds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the [2022 Projects] (as defined herein); (ii) refund a portion of the outstanding 2016B Bonds; (iii) pay interest on the 2022 Bonds through [\_\_\_\_\_\_\_ 1, 2023], (iv) pay certain costs associated with the issuance of the 2022 Bonds; and (v) fund the 2022 Reserve Account as provided in the Indenture. See "CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECTS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

[The 2022 Bonds will be secured by a pledge of the 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts. "2022 Pledged Revenues" shall mean all revenues received by the District from the 2022 Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2022 Assessments or from the issuance and sale of tax certificates with respect to such 2022 Assessments; provided, however, that 2022 Pledged Revenues shall not include (A) any moneys transferred to the 2022 Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (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) and (B) of this

NOT RATED

proviso). "2022 Pledged Funds and Accounts" shall mean the Funds and Accounts established for the 2022 Bonds, including without limitation the 2022 Reserve Account (except for the 2022 Rebate Account) pursuant to the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS" herein.]

The 2022 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE 2022 BONDS – Redemption Provisions" herein.

NEITHER THE 2022 BONDS, NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE 2022 BONDS, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE 2022 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, [THE 2022 PLEDGED FUNDS AND ACCOUNTS PLEDGED TO THE 2022 BONDS], ALL AS PROVIDED IN THE INDENTURE.

The 2022 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the 2022 Bonds. The 2022 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the 2022 Bonds.

This cover page contains information for quick reference only. It is not a summary of the 2022 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

#### MATURITY SCHEDULE

| \$<br>  | _% 2022 Term Bond due May 1, 20_, Yield% | , Price CUSIP # | ** |
|---------|--|-----------------|----|
| \$<br>- | % 2022 Term Bond due May 1, 20 , Yield % | , Price CUSIP # | ** |
| \$<br>  | _% 2022 Term Bond due May 1, 20_, Yield% | , Price CUSIP # | ** |
| \$<br>  | _% 2022 Term Bond due May 1, 20_, Yield% | , Price CUSIP # | ** |

The initial sale of the 2022 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Akerman LLP, Jacksonville, Florida, Bond Counsel, as to the validity of the 2022 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Landowner (as hereinafter defined) by its general counsel, Patricia Nolan, Esq., Jacksonville, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the 2022 Bonds will be delivered in book-entry form through the facilities of DTC on or about \_\_\_\_\_\_\_, 2022.

# **FMSbonds**, Inc.

Dated: \_\_\_\_\_, 2022

\* Preliminary, subject to change.

<sup>\*\*</sup>The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

# **BOARD OF SUPERVISORS**

Gregg Kern, Chairman\* Michael Taylor, Vice Chair\* Blake Weatherly, Assistant Secretary\* Wendy Hartley, Assistant Secretary Darren Glynn, Assistant Secretary

\* Employee of an affiliate of the Landowner

# DISTRICT MANAGER/METHODOLOGY CONSULTANT

Governmental Management Services, LLC St. Augustine, Florida

# **DISTRICT COUNSEL**

Kutak Rock LLP Tallahassee, Florida

# **BOND COUNSEL**

Akerman LLP Jacksonville, Florida

# **DISTRICT ENGINEER**

England-Thims & Miller, Inc. Jacksonville, Florida NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE 2022 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE 2022 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE LANDOWNER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE LANDOWNER OR IN THE STATUS OF THE DEVELOPMENT OR THE 2022 PROJECTS (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE 2022 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2022 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE 2022 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE LANDOWNER'S CONTROL. BECAUSE THE DISTRICT AND THE LANDOWNER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE LANDOWNER DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

# \$9,330,000\* Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area)

#### **INTRODUCTION**

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Six Mile Creek Community Development District (the "District" or "Issuer") of its \$9,330,000\* Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "2022 Bonds").

THE 2022 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE 2022 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE 2022 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE 2022 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Rule 42GGG-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, as amended. The District is located within unincorporated St. Johns County, Florida (the "County"), and was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District include approximately [1,360] gross acres of land (the "District Lands") located in an unincorporated portion of the County. The District Lands are being developed as part of the [1,356-acre] master-planned residential community known as "TrailMark" (the "Development"). The Development is planned for approximately 2,278 single-family residential units, together with associated recreational amenities and parks. See "THE DEVELOPMENT" herein for a summary of the current development status of the Development.

The District has created separate Assessment Areas to coincide with the plan of development for the District Lands. See "THE CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECTS -

<sup>\*</sup> Preliminary, subject to change.

Assessment Areas" and "THE DISTRICT – Prior and Existing Bond Defaults" herein for more information regarding the District's Assessment Areas and Prior Bonds (as defined herein) previously issued to fund development of portions of the Assessment Areas.

The 2022 Bonds will fund a portion of the capital improvements within the 2022 Project Area (as defined herein) (referred to herein as the "2022 Projects"). The 2022 Project Area corresponds to (i) Assessment Area 2 – Phase 3C within the District, which consists of approximately 51.28 acres and is planned to contain 182 residential units ("Phase 3C") and (ii) Assessment Area 3 – Phase 3 within the District, which consists of approximately 107.18 acres and is planned to contain 203 residential units ("Phase 3") (collectively, the "2022 Project Area"). See "CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECT" herein.

Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), is the sole owner of the land within the 2022 Project Area. See "THE LANDOWNER" herein for more information regarding the Landowner.

The 2022 Bonds will be secured by the 2022 Assessments (as defined herein) levied against the land within the 2022 Project Area, which contains approximately 158.46 acres of land and is planned for a total of 385 residential units. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS" and "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

The 2022 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2007-14 and 2022-[\_\_], adopted by the Board of Supervisors of the District (the "Board") on March 30, 2007, and October 19, 2022, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as successor trustee ("Trustee"), as amended and supplemented by the Eleventh Supplemental Trust Indenture dated as of [October] 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

Proceeds of the 2022 Bonds will be used for the purposes of providing funds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the 2022 Projects (as defined herein); (ii) refund a portion of the outstanding 2016B Bonds (as defined herein); (iii) pay interest on the 2022 Bonds through [November 1, 2023]; (iv) pay certain costs associated with the issuance of the 2022 Bonds; and (v) fund the 2022 Reserve Account as provided in the Indenture. See "CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECTS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

[The 2022 Bonds will be secured by a pledge of the 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts. "2022 Pledged Revenues" shall mean all revenues received by the District from the 2022 Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2022 Assessments or from the issuance and sale of tax certificates with respect to such 2022 Assessments; provided, however, that 2022 Pledged Revenues shall not include (A) any moneys transferred to the 2022 Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (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) and (B) of this proviso). "2022 Pledged Funds

and Accounts" shall mean the Funds and Accounts established for the 2022 Bonds, including without limitation the 2022 Reserve Account (except for the 2022 Rebate Account) pursuant to the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS" herein.]

There follows in this Limited Offering Memorandum a brief description of the District, the Landowner, the Development, the 2022 Projects, the 2022 Project Area and summaries of the terms of the 2022 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture, the Act or any other Florida Statute are qualified in their entirety by reference to such documents and statute, and all references to the 2022 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed form of the Supplemental Indenture appear in APPENDIX A attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

# **DESCRIPTION OF THE 2022 BONDS**

# **General Description**

The 2022 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof. The 2022 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the cover page hereof.

The 2022 Bonds shall be dated the date of delivery. Interest on the 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year, commencing [May 1, 2023]. Each 2022 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2022 Bonds, in which event, such 2022 Bond shall bear interest from its date. Interest and shall be computed on the basis of a 360-day year of twelve 30-day months.

Upon initial issuance, the ownership of the 2022 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the 2022 Bonds will be made in book-entry only form. With respect to 2022 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the 2022 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the 2022 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2022 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2022 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such 2022 Bond for the purpose of payment of principal, premium and interest with respect to such 2022 Bond, for the purpose of giving notices of redemption and other matters with respect to such 2022 Bond, for the purpose of registering transfers with respect to such 2022 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the 2022 Bonds only to or upon

the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the 2022 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated 2022 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding 2022 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the 2022 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the 2022 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the 2022 Bonds shall designate, in accordance with the provisions hereof. See "DESCRIPTION OF THE 2022 BONDS - Book-Entry Only System" below.

The 2022 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the 2022 Bonds. See "SUITABILITY FOR INVESTMENT" below.

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Registrar and Paying Agent for the 2022 Bonds.

## **Redemption Provisions**

#### **Optional Redemption**

The 2022 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_ (less than all 2022 Bonds to be selected by lot) at the Redemption Price equal to the par amount thereof, together with accrued interest to the date of redemption.

## **Mandatory Sinking Fund Redemption**

\*

The 2022 Bonds maturing on May 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year  | Principal |
|-------|-----------|
| (May) | Amount    |

\*Maturity

The 2022 Bonds maturing on May 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| _ | Year<br>(May) | Principal<br>Amount |  |
|---|---------------|---------------------|--|
|   |               |                     |  |
|   | *             |                     |  |

\*Maturity

The 2022 Bonds maturing on May 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| Year  | Principal |
|-------|-----------|
| (May) | Amount    |

\*

\*Maturity

Upon any redemption of 2022 Bonds (other than 2022 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2022 Bonds upon surrender to the Trustee (including any surrender pursuant to the Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022 Bonds.

# **Extraordinary Mandatory Redemption**

The 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date (defined in the Indenture as each February 1, May 1, August 1 and November 1), in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) from 2022 Prepayment Principal (as defined in the Indenture) and Connection Fees (as defined in the Indenture) deposited into the 2022 Prepayment Subaccount of the 2022 Redemption Account; or

(b) on or after the Completion Date of the 2022 Projects, by application of moneys remaining in the [2022 Acquisition and Construction Account] of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the 2022 Projects, all of which shall be

transferred to the 2022 Redemption Account of the Debt Service Fund and credited toward extinguishment of the 2022 Assessments and applied toward the redemption of the 2022 Bonds, in accordance with the manner it has credited such excess moneys toward extinguishment of 2022 Assessments, which the District shall describe to the Trustee in writing; or

(c) from amounts transferred to the 2022 Prepayment Subaccount of the 2022 Redemption Account resulting from a reduction in the 2022 Reserve Account Requirement as provided for in the Indenture, and,

(d) on the date on which the amount on deposit in the 2022 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2022 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2022 Bonds shall be called for redemption, the particular 2022 Bonds or portions of 2022 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

## Notice of Redemption and of Purchase

Notice of each redemption of 2022 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2022 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the applicable Indenture, the 2022 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 2022 Bonds or such portions thereof on such date, interest on such 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2022 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the applicable Indenture and the Owners thereof shall have no rights in respect of such 2022 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar 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.

## **Book-Entry Only System**

The information in this caption concerning DTC and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2022 Bonds. The 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2022 Bond certificate will be issued for each maturity of the 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A

of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2022 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2022 Bonds, except in the event that use of the book-entry system for the 2022 Bonds is discontinued.

To facilitate subsequent transfers, all 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2022 Bond documents. For example, Beneficial Owners of 2022 Bonds may wish to ascertain that the nominee holding the 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2022 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such 2022 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2022 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2022 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, 2022 Bond certificates will be printed and delivered to DTC.

#### **SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS**

# General

NEITHER THE 2022 BONDS, NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE 2022 BONDS, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE 2022 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2022 PLEDGED FUNDS AND ACCOUNTS PLEDGED TO THE 2022 BONDS, ALL AS PROVIDED IN THE 2022 BONDS AND THE INDENTURE.

The 2022 Bonds will be secured by a pledge of the 2022 Pledged Revenues. "2022 Pledged Revenues" shall mean all revenues received by the District from the 2022 Assessments, including, without

limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2022 Assessments or from the issuance and sale of tax certificates with respect to such 2022 Assessments; provided, however, that 2022 Pledged Revenues shall not include (A) any moneys transferred to the 2022 Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (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) and (B) of this proviso).

"2022 Assessments" shall mean the Assessments on the tax parcels identified on the tax roll attached as Exhibit A to the Supplemental Indenture and corresponding to the 2022 Bonds. "Assessments" shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act as amended from time to time, together with the interest specified in the resolution adopted by the District, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the District, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise form the collection of Delinquent Assessments (as defined in the Indenture) and which are pledged to the 2022 Bonds pursuant to the Supplemental Indenture. Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The 2022 Assessments will constitute liens against the land as to which the 2022 Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The 2022 Assessments are levied, in an amount corresponding to the debt service on the 2022 Bonds, on the basis of benefit received as a result of the District's Improvement Plan (as defined herein), including the 2022 Projects. The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the 2022 Assessments to the assessable lands within the 2022 of 2022 Project Area is included as APPENDIX D attached hereto. See also "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS HEREIN" for more information.

## **Covenant to Levy the 2022 Assessments**

The District has covenanted to levy the 2022 Assessments at the times and in the amount sufficient to pay principal of and interest on the 2022 Bonds. If any 2022 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such 2022 Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such 2022 Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new 2022 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such 2022 Assessment from legally available moneys, which moneys shall be deposited into the Series 2022 Revenue Account. In case such second 2022 Assessment shall be annulled, the District shall obtain and make other 2022 Assessments until a valid 2022 Assessment shall be made.

### **Prepayment of 2022 Assessments**

[Pursuant to the Assessment Proceedings, an owner of property subject to the 2022 Assessments may prepay the entire remaining balance of such 2022 Assessments, or a portion thereof, at any time if there is also paid, in addition to the prepaid principal balance of such 2022 Assessments, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding Quarterly Redemption Date for the related Series of 2022 Bonds, or, if prepaid during the forty-five (45) day period

preceding such Quarterly Redemption Date, to the interest payment date following such next succeeding interest payment date. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.]

Pursuant to the Act, an owner of property subject to the levy of 2022 Assessments may pay the entire balance of the 2022 Assessments remaining due, without interest, within thirty (30) days after the 2022 Projects have been completed or acquired by the District, and the Board has adopted a resolution accepting such 2022 Projects pursuant to Chapter 170.09, Florida Statutes. The Landowner, as the sole owner of the property within the 2022 Project Area, will covenant to waive this right on behalf of itself and its successors and assigns in connection with the issuance of the 2022 Bonds.

The 2022 Bonds are subject to extraordinary redemption as indicated under "DESCRIPTION OF THE 2022 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional or required prepayments of 2022 Assessments by property owners.

### **Additional Obligations**

In the Indenture, the District will covenant as follows:

Other than Bonds issued to refund a portion of Outstanding 2022 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not issue or incur any debt payable in whole or in part from the 2022 Pledged Revenues other than the 2022 Bonds.

So long as there are any 2022 Bonds Outstanding, the District shall not issue any Bonds or other debt obligations (the "Additional Bonds"), other than the 2022 Bonds, secured by Assessments on any of the land subject to the 2022 Assessments without the written consent of the Majority Owners of the 2022 Bonds until the 2022 Assessments have been Substantially Absorbed. "Substantially Absorbed," with respect to the 2022 Assessments, shall mean the date on which a principal amount of the 2022 Special Assessments equaling [seventy five percent (75%)] of the then-Outstanding principal amount of the 2022 Bonds are levied on tax parcels with respect to which a certificate of occupancy has been issued for a structure thereon. The restriction set forth in this paragraph shall not apply to any Bonds or other debt obligations secured by Assessments on properties other than the 2022 Project Area. Further, notwithstanding such restriction, the District may issue Bonds secured by Assessments on the 2022 Project Area for the health, safety, welfare or repairs for the 2022 Project Area.

Prior to the delivery of any such Additional Bonds or other debt obligations, the District will deliver a written certificate from the District Manager to the Trustee on which it may conclusively rely that all of the applicable conditions set forth above have been met.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the 2022 Assessments without the consent of the Owners of the 2022 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the 2022 Assessments, on the same lands upon which the 2022 Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Assessments and Fees" and "BONDOWNERS' RISKS" herein for more information.

#### **Covenant Against Sale or Encumbrance**

In the Master Indenture, the District covenanted that, except as otherwise permitted in the Indenture, it will not sell, lease or otherwise dispose of or encumber the 2022 Projects or any part thereof. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto for more information.

#### **Acquisition and Construction Accounts**

The Supplemental Indenture establishes separate accounts within the Acquisition and Construction Fund designated as the "2022 Phase 3C Acquisition and Construction Account" and the "2022 Phase 3 Acquisition and Construction Account." Proceeds of the 2022 Bonds shall be deposited into the 2022 Phase 3C Acquisition and Construction Account and the 2022 Phase 3 Acquisition and Construction Account in the amounts set forth in the Supplemental Indenture.

[The District shall not declare that the Date of Completion of the 2022 Projects has occurred until after the Reserve Account Release Conditions (as defined herein) have been satisfied, and all moneys transferred from the 2022 Debt Service Reserve Account to the respective 2022 Acquisition and Construction Accounts have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the 2022 Projects. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

# **Reserve Account**

The Supplemental Indenture establishes a 2022 Reserve Account within the Reserve Fund for the 2022 Bonds. The 2022 Reserve Account will, at the time of delivery of the 2022 Bonds, be funded from a portion of the net proceeds of the 2022 Bonds in the amount of the 2022 Reserve Account Requirement. The "2022 Reserve Account Requirement" shall mean (i) initially, an amount equal to the maximum annual Debt Service Requirement for the 2022 Bonds and (ii) upon satisfaction of the Reserve Account Release Conditions, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the 2022 Bonds. Such maximum annual Debt Service Requirement shall be re-determined by the Trustee upon any optional prepayment by the owner of a lot or parcel of land of a 2022 Special Assessment against such lot or parcel as provided in Supplemental Indenture. The 2022 Reserve Account Requirement is initially \$

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots planned for the 2022 Project Area are developed and platted as certified in writing by the Consulting Engineer; (ii) all of the platted single-family residential lots within the 2022 Project Area have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding 2022 Bonds.

Except as otherwise provided in the Indenture, amounts on deposit in the 2022 Reserve Account shall be used only for the purpose of making payments into the 2022 Interest Account, the 2022 Principal Account and the 2022 Sinking Fund Account to pay Debt Service on the 2022 Bonds, when due, without privilege or priority of one 2022 Bond over another, to the extent the moneys on deposit in such Accounts and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and 2022 Investment Obligations. The 2022 Reserve Account is held solely for the benefit of, and as security for, the 2022 Bonds and amounts therein shall not be available or be used for the purpose of making any payments with respect to any other Bonds.

On each December 15, March 15, June 15 and September 15 (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 2022 Reserve Account and transfer any excess therein above the 2022 Reserve Account Requirement (other than as a result of optional prepayment of a 2022 Assessment which shall be applied as provided in the succeeding paragraph or as a result of investment earnings which shall be deposited into the 2022 Revenue

Account as required by the Indenture) to the 2022 Prepayment Subaccount of the 2022 Redemption Account for the extraordinary mandatory redemption of 2022 Bonds in accordance with the Supplemental Indenture.

On each December 15, March 15, June 15 and September 15 (or, if such date is not a Business Day, on the Business Day preceding such day), in the event that the amount of proceeds of the 2022 Bonds on deposit in the 2022 Reserve Account exceeds the 2022 Reserve Account Requirement due to a decrease in the amount of 2022 Bonds that will be outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a 2022 Assessment against such lot or parcel, such excess shall be transferred to the 2022 Prepayment Subaccount of the 2022 Redemption Account (and the District shall include such excess as a credit against the 2022 Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2022 Bonds.

On the date of prepayment of a 2022 Assessment by cancellation of 2022 Bonds pursuant to the Indenture, in the event that the amount on deposit in the 2022 Reserve Account exceeds the 2022 Reserve Account Requirement due to a decrease in the amount of 2022 Bonds that will be outstanding as a result of such prepayment by such 2022 Assessment, such excess shall be transferred to the 2022 Prepayment Account of the 2022 Redemption Account (and the District shall include such excess as a credit against the 2022 Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2022 Bonds.

Anything in the Indenture to the contrary notwithstanding, on the earliest date on which there is on deposit in the 2022 Reserve Account sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2022 Bonds, together with accrued interest and redemption premium, if any, on such 2022 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2022 Reserve Account into the 2022 Prepayment Subaccount in the 2022 Redemption Account to pay and redeem all of the Outstanding 2022 Bonds on the earliest date permitted for redemption in the Indenture.

Any excess in the 2022 Debt Service Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the 2022 Acquisition and Construction Account. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have been satisfied, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

## **Application of the Pledged Revenues**

The Indenture establishes a "2022 Revenue Account" within the Revenue Fund for the 2022 Bonds. Pursuant to the Indenture, the District shall deposit into 2022 Revenue Account the amounts required to be deposited therein in accordance with the provisions of the Indenture; [provided, however, that Connection Fees may be deposited at the written direction of the District to the 2022 Acquisition and Construction Account], the 2022 Prepayment Subaccount of the 2022 Redemption Account, the 2022 Principal Account or the 2022 Interest Account, in such amounts as shall be directed by the District and applied by the Trustee for the purposes of such Account or Subaccount. The 2022 Revenue Account 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 and for the sole benefit of the 2022 Bonds.

The District shall deposit all revenues received by the District from the 2022 Assessments with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such 2022

Assessments which are in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) 2022 Prepayment Principal, which shall be deposited into the 2022 Prepayment Subaccount in the Redemption Account; and

(ii) all other revenues from the 2022 Assessment, which shall be deposited into the 2022 Revenue Account.

Moneys other than 2022 Assessments received by the Trustee in respect of the 2022 Assessments or 2022 Bonds shall, at the written direction of the District, be deposited into the 2022 Optional Redemption Subaccount of the 2022 Redemption Account and used to pay the principal of and premium, if any, on 2022 Bonds called or to be called for optional redemption at the written direction of the District in accordance with the provisions for optional redemption of 2022 Bonds as set forth in the form of 2022 Bonds attached to the Supplemental Indenture.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such date is not a Business Day, on the Business Day next preceding such date), the Trustee shall determine the amount on deposit in the 2022 Prepayment Subaccount of the 2022 Redemption Account, and, if the balance therein is greater than zero, shall transfer (but only after transferring sufficient amounts as directed in writing by the District to make the transfers required by the Supplemental Indenture and confirming that such transfer will not result in a deficiency in any of the transfers required by the sections labeled FIRST through FOURTH below) from the 2022 Revenue Account for deposit into the 2022 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the 2022 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2022 Bonds set forth in the Indenture. The Indenture authorizes and directs the Trustee to withdraw from the corresponding Interest Account, the amount of interest accrued or to accrue on 2022 Bonds to be redeemed to the Quarterly Redemption Date therefor.

On each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on, the Business Day preceding such May 1 or November 1), commencing May 1, 2022, the Trustee shall then transfer amounts on deposit in the 2022 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the 2022 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all 2022 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2022 Interest Account not previously credited (including amounts transferred from the 2022 Capitalized Interest Account pursuant to the Master Indenture);

SECOND, to the 2022 Principal Account, the amount, if any, equal to the difference between the principal all 2022 Bonds due on such May 1 or November 1, and the amount already on deposit in the 2022 Principal Account not previously credited;

THIRD, to the 2022 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all 2022 Bonds subject to mandatory sinking fund redemption on such May 1 or November 1, and the amount already on deposit in the 2022 Sinking Fund Account not previously credited; and

FOURTH, to the 2022 Reserve Account, the maximum amount which will not cause the balance therein to exceed the 2022 Reserve Account Requirement.

In addition, at any time the 2022 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the 2022 Interest Account, the amount necessary to pay interest on the 2022 Bonds subject to redemption on such date.

Anything in the Indenture to the contrary notwithstanding, it shall not, <u>a fortiori</u>, constitute an Event of Default under the Indenture if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

On any date required by the Tax Certificate (as defined in the Indenture), the District shall give the Trustee written direction, and the Trustee shall transfer from the 2022 Revenue Account to the Rebate Account established for the 2022 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Certificate.

After making the transfers described above, the Trustee shall retain any excess in the 2022 Revenue Account or, at the written direction of the District, shall transfer to the District the balance on deposit in the 2022 Revenue Account on November 2 of any year to be used for any lawful District purpose; provided, however, that on the date of such proposed transfer the amount on deposit in the 2022 Reserve Account shall be equal to the 2022 Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Indenture relating to any of the 2022 Bonds, including the payment of Trustee's fees and expenses then due.

Anything in the Indenture to the contrary notwithstanding, amounts in all of the Funds and Accounts held as security for the 2022 Bonds shall be invested only in 2022 Investment Obligations, and all earnings thereon shall be deposited, as realized, to the 2022 Revenue Account and applied for the purposes of such Account.

# Investments

Amounts in all of the Funds and Accounts held as security for the 2022 Bonds shall be invested only in 2022 Investment Obligations, and all earnings thereon shall be deposited, as realized, to the 2022 Revenue Account, and applied for the purposes of such Account. The Trustee shall not be liable or responsible for any loss resulting from any investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings in investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

#### **Indenture Provisions Relating to Bankruptcy of Taxpayer**

The Supplemental Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least eight percent (8%) of the 2022 Assessments, pledged to the 2022 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

The District will acknowledge and agree that, although the 2022 Bonds were issued by the District, the Owners of the 2022 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer, the District will agree in the Indenture that:

(i) the District shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the 2022 Assessments relating to the Outstanding 2022 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Outstanding 2022 Bonds to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(ii) the District shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2022 Assessments relating to the Outstanding 2022 Bonds or any rights of the Trustee under the Indenture, that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Outstanding 2022 Bonds to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the 2022 Assessments relating to the Outstanding 2022 Bonds would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the 2022 Assessments relating the Outstanding 2022 Bonds, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the 2022 Assessments relating to the Outstanding 2022 Bonds or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the 2022 Assessments relating to the Outstanding 2022 Bonds, (ii) to deliver to the

District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in the Indenture shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the 2022 Assessments relating to the Outstanding 2022 Bonds whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (iv) above. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" for more information.

# **Events of Default and Remedies**

Each of the following shall be an "Event of Default" under the Indenture, with respect to the 2022 Bonds:

(a) Any payment of Debt Service on the 2022 Bonds is not made when due;

(b) The District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;

(c) The District admits in writing its inability to pay debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the 2022 Projects;

(d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute so the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions in a Series of 2022 Bonds or in the applicable Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on a Series of 2022 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall be given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by

Owners of not less than ten percent (10%) in aggregate principal amount of the applicable Series of 2022 Bonds then Outstanding and affected by such default;

(h) Any portion of the Assessments pledged to such Series of 2022 Bonds shall have become delinquent and, as the result thereof, the applicable Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the applicable Reserve Account to pay the Debt Service Requirements on such Series of 2022 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the applicable Reserve Account to pay the Debt Service Requirements of 2022 Bonds) (the foregoing being referred to as a "Reserve Account Event") unless within sixty (60) days from the Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the applicable Reserve Account or (ii) the portion of the delinquent Assessments giving rise to the Reserve Account Event are paid and are no longer delinquent Assessments; or

(i) More than fifteen percent (15%) of the operation and maintenance assessments that are directly billed by the District and levied by the District on tax parcels subject to the applicable 2022 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due. The District shall give written notice to the Trustee of the occurrence of the events set forth in this paragraph not more than ten (10) days after the end of the sixty day period referred to in the preceding sentence. The Trustee shall not be deemed to have knowledge of the occurrence of such Event of Default absent notice thereof from the District.

Upon the occurrence and continuance of an Event of Default with respect to the 2022 Bonds, the Trustee shall, upon written direction of the Owners of not less than a majority in aggregate principal amount of the 2022 Bonds then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all 2022 Bonds then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything in such 2022 Bonds or in the Indenture to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur as a result of an Event of Default specified in clause (a) above in the case of 2022 Bonds secured by 2022 Assessments, except to the extent that the 2022 Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however that if at any time after the aggregate principal amount of the 2022 Bonds then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, moneys shall have accumulated in the 2022 Revenue Account sufficient to pay the principal of all matured 2022 Bonds and all arrears of interest, if any, upon all 2022 Bonds then Outstanding (except the aggregate principal amount of any 2022 Bonds then Outstanding that is only due because of a declaration under this paragraph, and except for the interest accrued on 2022 Bonds since the last Interest Payment Date), and all amounts then payable by the District under the Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the 2022 Bonds then Outstanding that is due only because of a declaration under this paragraph) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Owners of not less than a majority in aggregate principal amount of the 2022 Bonds then Outstanding not then due except by virtue of a declaration under this section, may, by written notice to the District, rescind and annual such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

The Owners of not less than a majority in aggregate principal amount of the 2022 Bonds Outstanding shall, subject to the requirements of the Master Indenture, have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee under the Master Indenture; subject to certain limitations set forth therein.

# **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### General

The primary source of payment for the 2022 Bonds is the collection of 2022 Assessments imposed on certain lands in the District specially benefited by the 2022 Projects pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto.

The imposition, levy, and collection of 2022 Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the St. Johns County Tax Collector ("Tax Collector") or the St. Johns County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, 2022 Assessments during any year. Such delays in the collection of 2022 Assessments, or complete inability to collect any Series of the 2022 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the applicable Series of 2022 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the 2022 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the 2022 Bonds.

For the 2022 Assessments to be valid, the 2022 Assessments must meet two requirements: (1) the benefit to the lands subject to the 2022 Assessments must exceed or equal the amount of such 2022 Assessments, and (2) the 2022 Assessments must be fairly and reasonably allocated across all such benefitted properties. It is anticipated that the Methodology Consultant will provide a certificate certifying that that these requirements have been met with respect to the 2022 Assessments. In the event that the 2022 Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the 2022 Assessments and bonds are not levied and issued.

Pursuant to the Act, and the Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See "BONDOWNERS' RISKS." Initially, and for undeveloped properties owned by the Landowner and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Special Assessments, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto. As lands are developed, the Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

# **Direct Billing & Foreclosure Procedure**

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the 2022 Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the 2022 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in

this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay 2022 Assessments and the ability to foreclose the lien of such 2022 Assessments upon the failure to pay such 2022 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the 2022 Assessments. See "BONDHOLDER'S RISKS" herein.

## **Uniform Method Procedure**

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the 2022 Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the 2022 Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the 2022 Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the 2022 Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the 2022 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the 2022 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the 2022 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the 2022 Bonds.

Under the Uniform Method, if the 2022 Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices

to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the 2022 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the 2022 Assessments, (2) that future landowners and taxpayers in the District will pay such 2022 Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the 2022 Assessments and all other liens that are coequal therewith.

Collection of delinquent 2022 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the 2022 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent Taxes and Assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and a fee. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the 2022 Assessments), interest, costs and charges on the real property described in the certificate.

Unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees, any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued, and at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of 2022 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the 2022 Assessments, which are the primary source of payment of the 2022 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDHOLDERS' RISKS" herein.

# **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the 2022 Bonds offered hereby and are set forth below. Prospective investors in the 2022 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the 2022 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the 2022 Bonds, and prospective purchasers are

advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the 2022 Bonds.

# **Concentration of Land Ownership**

As of the date hereof, the Landowner owns all of the assessable lands within the 2022 Project Area, which are the lands that will be subject to the 2022 Assessments securing the 2022 Bonds. Payment of the 2022 Assessments is primarily dependent upon their timely payment by the Landowner and the other future landowners in the 2022 Project Area. Non-payment of the 2022 Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the related Series of the 2022 Bonds. See "THE LANDOWNER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS" herein.

### **Bankruptcy and Related Risks**

In the event of the institution of bankruptcy or similar proceedings with respect to the Landowner or any other owner of benefited property, delays could occur in the payment of debt service on the 2022 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Landowner and any other landowner to pay the 2022 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the 2022 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the 2022 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of each Series of the 2022 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the 2022 Bonds, including, without limitation, enforcement of the obligation to pay 2022 Assessments and the ability of the District to foreclose the lien of the 2022 Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2022 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to a Series of the 2022 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an "Insolvent Taxpayer" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS – Indenture Provisions Relating to Bankruptcy of a Taxpayer" herein. The District cannot express any view whether such delegation would be enforceable.
#### 2022 Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the 2022 Bonds is the timely collection of the 2022 Assessments. The 2022 Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Landowner or subsequent landowners will be able to pay the 2022 Assessments or that they will pay such 2022 Assessments even though financially able to do so. Neither the Landowner nor any other subsequent landowners have any personal obligation to pay the 2022 Assessments. Neither the Landowner nor any subsequent landowners are guarantors of payment of any 2022 Assessments, and the recourse for the failure of the Landowner or any subsequent landowner to pay the 2022 Assessments is limited to the collection proceedings against the land subject to such unpaid 2022 Assessments, as described herein. Therefore the likelihood of collection of the 2022 Assessments may ultimately depend on the market value of the land subject to the 2022 Assessments. While the ability of the Landowner or subsequent landowners to pay the 2022 Assessments is a relevant factor, the willingness of the Landowner or subsequent landowners to pay the 2022 Assessments, which may also be affected by the value of the land subject to the 2022 Assessments, is also an important factor in the collection of 2022 Assessments. The failure of the Landowner or subsequent landowners to pay the 2022 Assessments could render the District unable to collect delinquent 2022 Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the corresponding Series of 2022 Bonds.

### **Regulatory and Environmental Risks**

The development of the District Lands, including the 2022 Project Area is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the District, the success of the Development, the development of the 2022 Project Area and the likelihood of timely payment of principal and interest on the 2022 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the 2022 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the 2022 Project Area.

The value of the lands subject to the 2022 Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The

occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the 2022 Bonds. The 2022 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

## **Economic Conditions and Changes in Development Plans**

The successful development of the 2022 Project Area and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowner. Moreover, the Landowner has the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

#### **Other Taxes and Assessments**

The willingness and/or ability of an owner of benefited land to pay the 2022 Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the 2022 Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the 2022 Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the 2022 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such 2022 Assessment, even though the landowner is not contesting the amount of the 2022 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

## Limited Secondary Market for 2022 Bonds

The 2022 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the 2022 Bonds in the event an Owner thereof determines to solicit purchasers for the 2022 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the 2022 Bonds may be sold. Such price may be lower than that paid by the current Owners of each Series of the 2022 Bonds, depending on the progress of development of the Development and the lands within the 2022 Project Area, as applicable, existing real estate and financial market conditions and other factors.

#### **Inadequacy of Reserve Account**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the 2022 Assessments, may not adversely affect the timely payment of debt service on the 2022 Bonds because of the 2022 Reserve Account. The ability of the 2022 Reserve Account to fund deficiencies caused by delinquencies in the 2022 Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the 2022 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the 2022 Reserve Account to make up deficiencies. If the District has difficulty in collecting the 2022 Assessments, the 2022 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the 2022 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the 2022 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the 2022 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the 2022 Assessments in order to provide for the replenishment of the 2022 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS - Reserve Account" herein for more information about the 2022 Reserve Account.

#### **Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of 2022 Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the 2022 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amounts of proceeds from each Series of the 2022 Bonds that can be used for such purpose.

#### **IRS Examination and Audit Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations required that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations should be withdrawn in their legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, three of the members of the Board of the District were elected by the landowners and two were elected by qualified electors. The Landowner will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act. Such certification by the Landowner does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of either Series of the 2022 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the 2022 Bonds are advised that, if the IRS does audit the 2022 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the 2022 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the 2022 Bonds

until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the 2022 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the 2022 Bonds would adversely affect the availability of any secondary market for the 2022 Bonds. Should interest on the 2022 Bonds become includable in gross income for federal income tax purposes, not only will Owners of 2022 Bonds be required to pay income taxes on the interest received on such 2022 Bonds and related penalties, but because the interest rate on such 2022 Bonds will not be adequate to compensate Owners of the 2022 Bonds for the income taxes due on such interest, the value of the 2022 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE 2022 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE 2022 BONDS. PROSPECTIVE PURCHASERS OF THE 2022 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE 2022 BONDS IN THE EVENT THAT THE INTEREST ON THE 2022 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

## Loss of Exemption from Securities Registration

The 2022 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions. It is possible that federal or state regulatory authorities could in the future determine that the District is not a political subdivision for purposes of federal and state securities laws, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of 2022 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the 2022 Bonds would need to ensure that subsequent transfers of the 2022 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

## **Federal Tax Reform**

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the 2022 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the 2022 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the 2022 Bonds. Prospective purchasers of the 2022 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

#### State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renewed requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the 2022 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

# Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area

The cost to finish the 2022 Projects will exceed the net proceeds from the 2022 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the 2022 Projects, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the 2022 Projects. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS – Additional Obligations" for more information.

Although the Landowner will agree to fund or cause to be funded the completion of the 2022 Projects regardless of the insufficiency of proceeds from the 2022 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Landowner will have sufficient resources to do so. Such obligation of the Landowner is an unsecured obligation, and the Landowner is a special-purpose entity whose assets consist primarily of its interests in the Development. See "THE LANDOWNER" herein for more information.

Further, there is a possibility that, even if the 2022 Project Area is developed, homebuilders may not close on all or any of the lots therein, and such failure to close could negatively impact the construction of homes in the 2022 Project Area. Homebuilder contracts may also be terminated by the homebuilders upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – Builder Contracts" herein for more information about the existing builder contract and Landowner expectations for additional contracts.

#### **COVID-19 and Related Matters**

In addition to the general economic conditions discussed above, the timely and successful completion of the Development, the purchase of lots therein by homebuilders and the construction and sale to end users of residential units may be adversely impacted by the continued spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. The United States, the State and the County have all previously imposed certain health and public safety restrictions in response to COVID-19 in the past. The District cannot predict whether new actions may be taken by

government authorities in the future to contain or otherwise address the impact of the COVID-19 or similar outbreak.

To date, the outbreak has resulted in severe impacts on global financial markets, unemployment levels and commerce generally. The District and the Landowner cannot predict the duration of the current COVID-19 outbreak, and the ultimate impact the COVID-19 outbreak may have on the Development is unknown. It is possible that delays in lot purchases by homebuilders, construction delays, delays in the receipt of permits or other government approvals, supply chain delays, increased costs, delays in sales to end users or other delays could occur, or continue to occur, as applicable, as a result of the COVID-19 outbreak or other highly contagious or epidemic or pandemic diseases that adversely impact the Development. See also "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" and "–Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area" herein.

## Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the 2022 Bonds.

#### **Prepayment and Redemption Risk**

In addition to being subject to optional and mandatory sinking fund redemptions, the 2022 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the 2022 Assessments by the Landowner or subsequent owners of the property within the 2022 Project Area. Any such redemptions of the 2022 Bonds would be at the principal amount of such 2022 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the 2022 Bonds may not realize their anticipated rate of return on the 2022 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the 2022 Bonds. See "DESCRIPTION OF THE 2022 BONDS – Redemption Provisions" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS – Prepayment of 2022 Assessments" herein for more information.

#### Payment of 2022 Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the 2022 Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

# **ESTIMATED SOURCES AND USES OF FUNDS**

| Source of Funds   | <u>2022 Bonds</u> |
|---|-------------------|
| Par Amount<br>(Original Issue Discount)   | \$                |
| Total Sources   | \$                |
| Use of Funds  |                   |
| Deposit to 2022 Phase 3C Acquisition and Construction Account<br>Deposit to 2022 Phase 3 Acquisition and Construction Account<br>Deposit to 2016B Optional Redemption Account<br>Deposit to 2022 Capitalized Interest Account <sup>(1)</sup><br>Deposit to 2022 Reserve Account<br>Costs of Issuance, including Underwriter's Discount <sup>(2)</sup> | \$<br>            |
| Total Uses  | \$                |

Capitalized interest through [November 1, 2023].
Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the 2022 Bonds.

# **DEBT SERVICE REQUIREMENTS**

The following table sets forth the scheduled debt service on the 2022 Bonds:

Year Ending November 1

2022 Bonds

Total Debt Service

Total

#### THE DISTRICT

#### **General Information**

The District was established by Rule 42GGG-1, Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, under the provisions of the Act, as amended. The District is located within unincorporated St. Johns County and its boundaries include approximately [1,360] gross acres of land (the "District Lands"). The District Lands are being developed as part of a master planned residential community known as "TrailMark." See "THE DEVELOPMENT" herein for more information.

#### Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter. The District is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the 2022 Bonds.

## **Board of Supervisors**

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Rule establishing the District. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and then until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

The landowners in the District elect two Supervisors to four-year terms and three Supervisors to two-year terms at bi-annual elections. Thereafter, the elections will take place every two years on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, two Supervisors whose terms are expiring will be elected by qualified electors of the District and one will be elected by the landowners. Thereafter, as described in more detail below, all Supervisors will be elected by qualified electors. A qualified elector is a registered voter in the County where the District is located who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

| Name             | <u>Title</u>        | <u>Term Expires</u> |
|------------------|---------------------|---------------------|
| Gregg Kern*      | Chairman            | November 2024       |
| Michael Taylor*  | Vice Chair          | November 2022       |
| Blake Weatherly* | Assistant Secretary | November 2022       |
| Wendy Hartley    | Assistant Secretary | November 2024       |
| Darren Glynn     | Assistant Secretary | November 2024       |

\* Employee of an affiliate of the Landowner.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

#### The District Manager and Other Consultants

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is

responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Governmental Management Services, LLC, St. Augustine, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Akerman LLP, Jacksonville, Florida, as Bond Counsel; England-Thims & Miller, Inc., Jacksonville, Florida, as District Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and prepare the Assessment Methodology and to serve as Dissemination Agent for the 2022 Bonds.

#### **Prior and Existing Bond Defaults**

The District previously issued its \$47,820,000 Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2007 (the "Original 2007 Bonds") to fund the 2007 Project determined to be necessary to partially support the Development. Beginning in May 2009, the Original Landowner (as defined herein), which was then owner of all of the District Lands, failed to pay the 2007 Assessments securing the Original 2007 Bonds and did not pay any assessments thereafter. As a result thereof, the District defaulted under its obligation to pay principal and interest on the Original 2007 Bonds and remains in default.

In July 2013, the Landowner succeeded the Original Landowner as the master developer and sole landowner within the District (other than certain lands owned by the District). On November 20, 2014, at the request of the Landowner and with the consent of 100% of the beneficial owners of the Original 2007 Bonds, the District took the necessary actions under the Act to bifurcate the outstanding Original 2007 Bonds, then outstanding in the aggregate principal amount of \$45,840,000, into the 2014A Bonds in the aggregate principal amount of \$3,140,000 and the 2007 Bonds in the aggregate principal amount of \$42,700,000. As part of the bifurcation, the District created two (2) separate and distinct assessment areas within the District to coincide with the Landowner's current plan of development for the Development. The 2014A Bonds were secured by the 2014A Assessments levied against the lands in Assessment Area 1 of the District, and the 2007 Bonds were secured by the 2007 Assessments levied against the remaining lands in the District.

In April 2015, the District issued its Capital Improvement Revenue Refunding Bonds, Series 2015 (the "2015 Bonds") to currently refund the 2014A Bonds. The 2015 Bonds are secured by the 2015 Assessments levied against the lands in Assessment Area 1. As of October [\_\_\_], 2022, the 2015 Bonds are outstanding in the amount of \$\_\_\_\_\_.

In April 2016, the District issued its (i) \$7,315,000 Capital Improvement Revenue Bonds, Series 2016A (the "2016A Bonds"), secured by the 2016A Assessments which have been allocated to 305 platted lots within Assessment Area 2 – Phase 1, and its (ii) \$6,720,000 Capital Improvement Revenue Bonds, Series 2016B (the "2016B Bonds" and, together with the 2016A Bonds, the "2016 Bonds"), secured by the 2016B Assessments levied against all of the lands in Assessment Area 2. In connection with the issuance of the 2016 Bonds, the holders of the 2007 Bonds tendered as a prepayment a portion of the 2007 Bonds in the amount of \$24,520,000, corresponding to the 2007 Assessments previously levied against the lands in Assessment Area 2. As of October [\_\_\_], 2022, the 2016A Bonds and the 2016B Bonds are outstanding in the amount of \$\_\_\_\_\_\_ and \$\_\_\_\_\_\_ respectively.

In December 2017, the District issued its (i) 10,620,000 Capital Improvement Revenue Bonds, Series 2017A (Assessment Area 2, Phase 2) (the "2017A Bonds"), and its (ii) 3,980,000 Capital Improvement Revenue Bonds, Series 2017B (Assessment Area 2, Phase 2) (the "2017B Bonds" and, together with the 2017A Bonds, the "2017 Bonds"), which are secured by the 2017A Assessments and the 2017B Assessments, respectively, levied against the lands within Assessment Area 2 – Phase 2. In connection with the issuance of the 2017 Bonds, the District redeemed a portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 2, which is planned for 401 lots. As of October [\_\_], 2022, the 2017A Bonds and the 2017B Bonds are outstanding in the amount of and \$ , respectively.

In June 2020, the District issued its 7,020,000 Capital Improvement Revenue and Refunding Bonds, Series 2020 (Assessment Area 2, Phase 3A) (the "Phase 3A Bonds"), which are secured by the Phase 3A Assessments, levied against the lands within Assessment Area 2 – Phase 3A. In connection with the issuance of the Phase 3A Bonds, the District redeemed a portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 3A. As of October [\_\_], 2022, the Phase 3A Bonds are outstanding in the amount of

In February 2021, the District issued its \$10,150,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 1) (the "Phase 1 Bonds"), which are secured by the Phase 1 Assessments levied against the lands within Assessment Area 3 – Phase 1. As of October [\_\_\_], 2022, the Phase 1 Bonds are outstanding in the amount of \$\_\_\_\_\_.

In November 2021, the District issued its (i) \$8,240,000 Capital Improvement and Refunding Revenue Bonds, Series 2021 (Assessment Area 2, Phase 3B) (the "2021 Phase 3B Bonds"), and its (ii) \$2,640,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 2) (the "2021 Phase 2 Bonds"), which are secured by the Phase 3B Assessments and the Phase 2 Assessments, respectively, levied against the lands within Assessment Area 2 – Phase 3B and Assessment Area 3, Phase 2, respectively. In connection with the issuance of the 2021 Phase 3B Bonds, the District redeemed a portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 3B. As of October [\_\_], 2022, the 2021 Phase 3B Bonds and the 2021 Phase 2 Bonds are outstanding in the amount of \$ and \$ , respectively.

[The 2007 Bonds are outstanding in the principal amount of \$\_\_\_\_\_\_as of October [\_\_\_], 2022; however the lien securing the 2007 Bonds was released in early 2020. The 2007 Bonds remain in default.]

In connection with the issuance of the Phase 3C Bonds, the District will redeem a portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 3C in the principal amount of \$905,000, together with redemption premium and interest through the date of redemption. Thereafter, the lands subject to the Assessments that secure the 2015 Bonds, the 2016 Bonds, the 2017 Bonds, the Phase 3A Bonds, Phase 1 Bonds, the Phase 3B Bonds and the Phase 2 Bonds (collectively, the "Prior Bonds") will be separate and distinct from the lands within Assessment Area 2 – Phase 3C and Assessment Area 3 – Phase 3, which will be subject only to the 2022 Assessments securing the 2022 Bonds. See "THE DEVELOPMENT – Assessment Areas" for more information regarding the Assessment Areas.

## **CAPITAL IMPROVEMENT PLAN AND THE 2022 PROJECTS**

#### **Capital Improvement Plan**

In 2007, the District adopted that certain Six Mile Creek CDD Improvement Plan dated December 1, 2006 (the "Original Improvement Plan"), and that certain Supplemental Engineer's Report for the Series 2007 Capital Improvement dated May 25, 2007 (the "2007 Engineer's Report"), which described the portion of the Original Improvement Plan to be funded with the first issuance of District's capital improvement bonds (the "Original 2007 Project"). The Original Improvement Plan included the construction or acquisition of (i) certain water utility infrastructure, (ii) transportation improvements including a new loop road within the District ("Loop Road"), (iii) landscaping, entry features and a guard house, and (iv) other neighborhood road improvements, street lighting, stormwater management systems, sanitary sewer systems (including lift stations and force mains), and a water distribution system to serve the District Lands. The District issued its Original 2007 Bonds in the aggregate original principal amount of \$47,820,000 to fund the Original 2007 Project. The District spent the majority of the Original 2007 Bonds proceeds on the Original 2007 Project.

On November 19, 2014, the District adopted that certain Six Mile Creek Community Development District Supplemental Engineer's Report for 2015 Capital Improvements (the "2015 Engineer's Report"), setting forth the portions of the Original 2007 Project which had been completed to date, adding certain recreation improvements to the Original 2007 Project and describing the status of the permits for the improvements yet to be completed (collectively, the "Capital Improvement Plan").

On March 16, 2016, the District adopted its Six Mile Creek CDD Supplemental Engineer's Report for Series 2016 Capital Improvements (the "2016 Engineer's Report"), describing the scope and estimated costs of the portion of the Capital Improvement Plan to be financed in part with the proceeds of the 2016 Bonds, in connection with the development of Assessment Area 2 – Phase 1 (the "2016 Project").

On October 27, 2017, the District adopted its Six Mile Creek CDD Supplemental Engineer's Report for Series 2017 Capital Improvements (the "2017 Engineer's Report"), describing the scope and estimated costs of the portion of the Capital Improvement Plan to be financed in part with the proceeds of the 2017 Bonds, in connection with the development of Assessment Area 2 – Phase 2 (the "2017 Project").

On June 2, 2020, the District adopted its Six Mile Creek CDD Supplemental Engineer's Report for Series 2020 Capital Improvements (the "Phase 3A Engineer's Report"), describing the scope and estimated costs of the portion of the Capital Improvement Plan to be financed in part with the proceeds of the 2020 Phase 3A Bonds, in connection with the development of Assessment Area 2 – Phase 3A (the "Phase 3A Project").

On January 19, 2021, the District adopted its Six Mile Creek CDD Supplemental Engineer's Report for Series 2021 Capital Improvements (the "Phase 1 Engineer's Report"), describing the scope and estimated costs of the portion of the Capital Improvement Plan to be financed in part with the proceeds of the 2021 Phase 1 Bonds, in connection with the development of Assessment Area 3 – Phase 1 (the "Phase 1 Project").

On September 10, 2021, the District adopted its Six Mile Creek CDD Supplemental Engineer's Report for Series 2021 Capital Improvements (the "Phase 2 and Phase 3B Report"), describing the scope and estimated costs of the portion of the Capital Improvement Plan to be financed in part with the proceeds of the 2021 Phase 2 and 2021 Phase 3B Bonds, in connection with the development of Assessment Area 2 – Phase 3B and Assessment Area 3 – Phase 2 (collectively, the "2021 Projects").

The Supplemental Engineer's Report for Series 2022 Capital Improvements, dated October 5, 2022 (the "2022 Engineer's Report"), describes the scope and estimated costs of the portion of the Capital Improvement Plan that will be financed in part with the proceeds of the 2022 Bonds, in connection with the development of Assessment Area 2 – Phase 3C and Assessment Area 3 – Phase 3 (collectively, the "2022 Projects"). See "– The 2022 Projects" herein for more information.

## **Assessment Areas**

The District has created separate Assessment Areas to coincide with the Landowner's plan of development and to impose separate special assessment liens on such lands.

Assessment Area 1, which is subject to the levy of the 2015 Assessments securing the 2015 Bonds, consists of approximately 152 acres and contains 152 single-family lots, all of which have been developed and platted.

Assessment Area 2, which consists of approximately 543 acres and is planned for approximately 1,281 single-family lots, is being developed in phases.

- Phase 1, which is subject to the levy of the 2016A Assessments and the 2016B Assessments, contains 305 developed and platted single-family lots.
- Phase 2, which is subject to the levy of the 2017A Assessments and the 2017B Assessments, contains 398 developed and platted single-family lots.
- Phase 3A, which is subject to the levy of the Phase 3A Assessments, contains 181 developed and platted single-family lots.
- Phase 3B, which is subject to the Phase 3B Assessments, contains 215 [developed and platted] single-family lots.
- Phase 3C, which is planned for 182 lots, will be subject to the levy of a portion of the 2022 Assessments securing the 2022 Bonds. The 2022 Bonds will finance a portion of the infrastructure within Phase 3C and redeem the portion of the 2016B Bonds that are currently secured by the 2016B Assessments levied on the lands within Phase 3C.

Assessment Area 3 encompasses the remaining District Lands outside of Assessment Area 1 and Assessment Area 2. Assessment Area 3 is planned for approximately 840 single-family lots and is also being developed in phases.

- Phase 1A, which is subject to the 2021 Phase 1 Bonds, contains 195 [developed and platted] single-family lots.
- Phase 1B, which is subject to the 2021 Phase 1 Bonds, contains 172 [developed and platted] single-family lots[, which are permitted and under development].
- Phase 2, which is subject to the Phase 2 Assessments, is planned for 75 single-family lots, which [are permitted and under development].
- Phase 3, which is planned for 203 single-family lots, will be subject to a portion of the Series 2022 Assessments securing the 2022 Bonds. The 2022 Bonds will finance a portion of the infrastructure within Assessment Area 3 Phase 3.

• Phase 4, which is planned for 195 single-family lots, will be developed and financed in the future.

See "THE DEVELOPMENT – Assessment Areas" herein for more information for the status of development within each of the Assessment Areas.

## The 2022 Projects

## The Phase 3C Project

The "Phase 3C Project" consists of certain public infrastructure improvements associated with the development of Assessment Area 2 – Phase 3C. The total cost of the Phase 3C Project is estimated at \$13,642,000, as more particularly described below:

| Phase 3C                                      |                       |  |  |  |
|---|-----------------------|--|--|--|
| Improvement Description                       | <b>Estimated</b> Cost |  |  |  |
| Master Infrastructure                         |                       |  |  |  |
| Traffic Signal                                | \$ 375,000            |  |  |  |
| Common Area Landscape/Hardscape               | 485,000               |  |  |  |
| Amenity Center Expansion                      | 625,000               |  |  |  |
| Neighborhood Infrastructure                   |                       |  |  |  |
| Sanitary Sewer, Lift Stations and Force Mains | 2,240,000             |  |  |  |
| Stormwater Management                         | 1,585,500             |  |  |  |
| Neighborhood Roadways                         | 6,135,250             |  |  |  |
| Street Lighting                               | 195,500               |  |  |  |
| Water Distribution System                     | 1,550,750             |  |  |  |
| Common Area Landscape/Hardscape               | 450,000               |  |  |  |
| Assessment Area 2 - Phase 3C Total:           | \$13,642,000          |  |  |  |

A portion of the net proceeds of the 2022 Bonds will be used as follows: (i) approximately \$865,000 to redeem the portion of the 2016B Bonds allocated to Phase 3C and (ii) \$3.51 million\* to finance a portion of the Phase 3C Project costs. See "THE DEVELOPMENT" for more information regarding the development work performed and the costs spent to date in connection with the Phase 3C Project. The Landowner will enter into a completion agreement at the closing on the 2022 Bonds whereby the Landowner will agree to complete the 2022 Projects not funded with proceeds of the 2022 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area" and "THE DEVELOPMENT – Landowner Agreements" herein.

Land development associated within Phase 3C will commence in November 2022 and is expected to be completed by [November 2023]. As of the date hereof, the Landowner had spent approximately \$\_\_\_\_\_\_ toward design, engineering and land development associated with Phase 3C, a portion of which includes the Phase 3C Project. See "THE DEVELOPMENT – Development Plan and Status" herein for more information.

<sup>\*</sup> Preliminary, subject to change.

## **The Phase 3 Project**

The "Phase 3 Project" consists of certain public infrastructure improvements associated with the development of Assessment Area 3 – Phase 3. The total cost of the Phase 3 Project is estimated at \$13,479,650, as more particularly described below:

| Phase 3                                       |                       |  |  |  |
|---|-----------------------|--|--|--|
| Improvement Description                       | <b>Estimated</b> Cost |  |  |  |
| Master Infrastructure                         |                       |  |  |  |
| Traffic Signal                                | \$ 375,000            |  |  |  |
| Common Area Landscape/Hardscape               | 325,000               |  |  |  |
| Amenity Center Expansion                      | 600,000               |  |  |  |
| Neighborhood Infrastructure                   |                       |  |  |  |
| Sanitary Sewer, Lift Stations and Force Mains | 2,025,850             |  |  |  |
| Stormwater Management                         | 1,660,850             |  |  |  |
| Neighborhood Roadways                         | 6,410,850             |  |  |  |
| Street Lighting                               | 205,750               |  |  |  |
| Water Distribution System                     | 1,626,350             |  |  |  |
| Common Area Landscape/Hardscape               | 250,000               |  |  |  |
| Assessment Area 3 - Phase 3 Total:            | \$ 13,479,650         |  |  |  |

A portion of the net proceeds from the 2022 Bonds will be available in the approximate amount of \$3.31 million\* and will be used to finance a portion of the Phase 3 Project. See "THE DEVELOPMENT" for more information regarding the development work performed and the costs spent to date in connection with the Phase 3 Project. The Landowner will enter into a completion agreement at the closing on the 2022 Bonds whereby the Landowner will agree to complete the 2022 Projects not funded with proceeds of the 2022 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area" and "THE DEVELOPMENT – Landowner Agreements" herein.

Land development associated with Phase 3 is expected to commence in [October 2022] and be completed by [October 2023]. As of the date hereof, the Landowner has spent approximately \$\_\_\_\_\_\_ toward design and engineering associated with Phase 3, a portion of which includes the Phase 3 Project. See "THE DEVELOPMENT – Development Plan and Status" herein for more information.

The Phase 3C Project and the Phase 3 Project are collectively referred to herein as the "2022 Projects."

The District Engineer has indicated that all permits necessary to construct the 2022 Projects have either been obtained or are expected to be obtained in the ordinary course. In addition to the 2022 Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" herein for a more detailed description of the entitlement and permitting status of the Development, including the 2022 Projects.

<sup>\*</sup> Preliminary, subject to change.

#### ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

#### General

The [Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds (2022) dated \_\_\_\_\_\_, 2022] (collectively, the "Assessment Methodology"), which supplements the Special Assessment Master Methodology Report dated March 30, 2007, allocates the 2022 Assessments. The Assessment Methodology has been prepared by Governmental Management Services, LLC, St. Augustine, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the 2022 Bonds are determined, the Assessment Methodology will be amended to reflect such final terms. Once levied and imposed, and subject to further allocation in accordance with the Assessment Methodology, the 2022 Assessments are first liens on the respective District Lands against which they are assessed until paid or barred by operation of law, co-equal with one another and with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

#### The 2022 Assessments

The District will initially impose the 2022 Assessments across all of the 2022 Project Area, which consists of approximately 79.93 gross acres. As the land within the 2022 Project Area is platted, the 2022 Assessments will be allocated to platted and developed lots on a "first-platted first-assessed basis" to all 385 lots planned for the 2022 Project Area, in accordance with the Assessment Methodology.

The table below sets forth the 2022 Assessments that, upon platting and absorption, are expected to be levied and allocated to platted units in the 2022 Project Area to pay debt service on the 2022 Bonds, and the par per unit for the 2022 Bonds.

| Phase | Product<br>Type | # of Units<br>Planned | 2022 Bond Par<br>Per Unit | Annual 2022<br>Assessments Per Unit <sup>*</sup> |
|-------|-----------------|-----------------------|---------------------------|--|
| 3C    | SF 43'          | 71                    | \$27,008                  | \$2,200  |
| 3C    | SF 53'          | 78                    | \$29,463                  | \$2,400  |
| 3C    | SF 63'          | 33                    | \$33,146                  | \$2,700  |
| 3     | SF 43'          | 119                   | \$17,069                  | \$1,390  |
| 3     | SF 53'          | 64                    | \$22,529                  | \$1,835  |
| 3     | SF 63'          | 20                    | \$27,426                  | \$2,234  |
|       | Total           | 385                   | -                         |  |

Annual 2022 Assessment levels shown assume collection via the Uniform Method and include a 6% gross up to reflect estimated County collection costs and statutory early payment discounts.

#### **Other Taxes and Assessments**

In addition to the above, the District currently levies assessments to cover its operation and administrative costs in amounts ranging from approximately \$957 to \$1,489 per single-family unit annually, but such amounts are subject to change. Each homeowner within the District is required to pay annual ad valorem and non-ad valorem taxes, special district assessments including those of the District, and homeowners' association assessments. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for more information.

The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The County's millage rate for [2020] is [13.3141]. These taxes would be payable in addition to the Series 2022 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of St. Johns County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes and/or assessments levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS' RISKS – Other Taxes and Assessments" herein.

The information appearing below under the captions "THE DEVELOPMENT" and "THE LANDOWNER" has been furnished by the Landowner for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Landowner make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Landowner as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Landowner is not guaranteeing payment of the 2022 Bonds or the 2022 Assessments.

## THE DEVELOPMENT

## General

The TrailMark development ("Development") is an approximately [1,356-acre] master-planned residential community, currently anticipated to include approximately 2,278 residential units, together with associated recreational amenities and parks. The majority of the Development, consisting of approximately [1,360] acres, is within the District boundaries. The Development is located approximately 5 miles west of Interstate 95 on International Golf Parkway/Pacetti Road (also known as County Road 13A).

The Development is located in an area that provides easy access to schools, amenities and employment centers. Elementary and middle schools which have received grades of A from the State are located within approximately three miles of the Development. A commercial center, also located approximately three miles from the Development, includes a large grocery store, a free-standing pharmacy, restaurants and other related services. Historic St. Augustine, located approximately 14 miles from the Development, offers many cultural and entertainment options. In addition, the beaches of Ponte Vedra Beach and St. Augustine can be reached within a 30-minute drive. Several major employment centers are also located within a convenient 30-minute drive from the Development.

The Development includes an onsite amenity center, trail system and canoe and kayak launch. Six Mile Creek, accessible from the Development by canoe or kayak, leads to the St. Johns River, with a local, iconic restaurant on the riverbank along the way.

The Development is part of the Saint Johns Development of Regional Impact ("DRI"), which also encompasses World Golf Village. World Golf Village, located in the northwest quadrant of Interstate 95 and International Golf Parkway, has as its centerpiece the World Golf Hall of Fame, together with 36 holes of golf, 1,200 hotel rooms, and five million square feet of office and commercial development. Among the improvements are a 300-room Renaissance Resort Hotel and the 80,000-square foot St. Johns County Convention Center. Also within the DRI is the King and the Bear golf community, providing additional golfing opportunities.

Within the Development, as of October [\_\_], 2022, approximately \_\_\_\_\_ lots have been delivered to builders, and \_\_\_\_\_ homes have been sold to or closed with homebuyers at an average sales price of \$\_\_\_\_\_. Active builders in the Development currently include Dream Finders, Mastercraft, Drees Homes, Richmond American and Lennar, and homebuilders in prior phases have included D.R. Horton, David Weekley, Landon and Providence Homes. The Development achieved annual sales of 79 homes in 2018, 177 homes in 2019, 188 homes in 2020, \_\_\_\_\_ homes in 2021, and \_\_\_\_\_ homes in 2022 through October [\_], 2022.

The 2022 Bonds will be secured by the 2022 Assessments levied against the 158.46 acres of land designated as the 2022 Project Area. The 2022 Project Area consists of (i) Assessment Area 2 – Phase 3C within the District, which consists of approximately 51.28 acres and is planned to contain 182 residential

units ("Phase 3C") and (ii) Assessment Area 3 – Phase 3 within the District, which consists of approximately 107.18 acres and is planned to contain 203 residential units ("Phase 3"). See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), is the developer and landowner of the 2022 Project Area. See "THE LANDOWNER" herein for more information. With respect to Phase 3C in Assessment Area 2, the Landowner has entered into a contract with Dream Finders (as defined herein) for the sale of all 182 lots planned therein in a series of takedowns, beginning upon development completion. With regard to Phase 3 in Assessment Area 3, [the Landowner is currently in negotiations with other builders, including existing builders within the Development]. See "– Builder Contracts" herein for more information.

Set forth below are aerial photographs showing the Development, including the existing amenity area.







### **History of TrailMark**

The land constituting the Development was acquired in 2005 by Six Mile Creek Ventures, LLC (the "Original Landowner"), for a purchase price of \$62,500,000. The Original Landowner is not affiliated with the Landowner. Land development began in 2007 with the issuance of the Original 2007 Bonds. Substantial master infrastructure improvements were made as contemplated by the 2007 Engineer's Report and as further described in the 2015 Engineer's Report.

In May 2009, the Original Landowner failed to pay the assessments securing the Original 2007 Bonds, resulting in a default in the payment of the Original 2007 Bonds. See "THE DISTRICT – Prior and Existing Bond Defaults" for more information.

In July 2013, the Landowner acquired all of the lands within the Development from the Original Landowner, subject to the District's liens and liens of the County Tax Collector for 2009 through 2013 real property taxes. The Original 2007 Bonds were purchased by affiliates of the Landowner in multiple transactions at various prices beginning in 2012 and ending in 2014. Through a combination of land and bond purchases, the Landowner's total investment in acquiring the Development is approximately \$27,000,000.

None of the Landowner's lands in the 2022 Project Area are subject to a mortgage, other than certain mortgages in favor of homebuilders securing the release of builder deposits.

#### **Assessment Areas**

Three Assessment Areas have been created to facilitate development and financing of the District Lands:

- Assessment Area 1 contains approximately 153 acres and consists of 152 fully developed and platted lots. Assessments levied on the lands in Assessment Area 1 secure the 2015 Bonds, currently outstanding in the principal amount of \$\_\_\_\_\_.
- Assessment Area 2 contains approximately 545 acres and is being developed in phases:
  - Phase 1 consists of 305 fully developed and platted lots. Assessments levied on the lands in Phase 1 of Assessment Area 2 secure the 2016A Bonds, currently outstanding in the principal amount of \$\_\_\_\_\_.
  - Phase 2 contains 398 fully developed and platted lots. Assessments levied on the lands in Phase 2 of Assessment Area 2 secure the 2017A Bonds, currently outstanding in the principal amount of \$\_\_\_\_\_\_. In addition, lots in Phase 2 are subject to the 2017B Assessments securing the 2017B Bonds, which are outstanding in the amount of \$\_\_\_\_\_\_.
  - Phase 3A contains 181 active adult lots, all of which have been developed, platted, and delivered to Dream Finders. Assessments levied on the lands in Phase 3A secure the 2020 Phase 3A Bonds, which are currently outstanding in the principal amount of \$\_\_\_\_\_.
  - Phases 3B contains 215 active adult lots, [all of which have been developed, platted, and delivered to Dream Finders.] Assessments levied on the lands in Phase 3B secure

the 2021 Phase 3B Bonds, which are currently outstanding in the principal amount of \$\_\_\_\_\_.

- Phase 3C of Assessment Area 2 consists of 51.28 acres and is planned for approximately 182 active adult lots, which are under contract with Dream Finders. Such lots will be subject to a portion of the Series 2022 Assessments securing the 2022 Bonds. The 2022 Bonds will finance a portion of the infrastructure within Phase 3C.
- Assessment Area 3 contains approximately 550 acres and is also being developed in phases.
  - Phase 1 of Assessment Area 3, contains 367 developed and platted lots which have [all been delivered to Dream Finders, Richmond American, and Lennar]. The assessments levied on Phase 1 secure the 2021 Phase 1 Bonds, which are currently outstanding in the principal amount of \$\_\_\_\_\_.
  - Phase 2 of Assessment Area 3 is planned for 75 lots, which are currently under development. Land development associated with Phase 2 of Assessment Area 3 is expected to be completed by \_\_\_\_\_, at which point the lots will be delivered to \_\_\_\_\_\_ in a single bulk takedown. Assessments levied on the lands in Phase 2 secure the 2021 Phase 2 Bonds.
  - Phase 3 of Assessment Area 3 consists of 107.18 acres, which are planned for 203 single-family lots. Such lots will be subject to a portion of the Series 2022 Assessments securing the 2022 Bonds. The 2022 Bonds will finance a portion of the infrastructure within Phase 3.
  - Phase 4 of Assessment Area 3 consists of 71.14 acres, which are planned for 195 single-family lots. Phase 4 will be financed and developed in the future.



Set forth below is a map depicting the Assessment Areas created within the District Lands, and the respective Phases therein.

The chart below summarizes the Assessments levied on and the status of development within Assessment Area 1, Assessment Area 2, and Assessment Area 3, as of October [\_\_\_], 2022, assuming issuance of the 2022 Bonds. More detailed information on each Assessment Area, including builders, is set forth in the paragraphs below.

|   | Assessment<br>Area 1                           | Assessment<br>Area 2,<br>Phase 1   | Assessment<br>Area 2,<br>Phase 2   | Assessment<br>Area 2,<br>Phase 3A | Assessment<br>Area 2,<br>Phase 3B | Assessment<br>Area 2,<br>Phase 3C | Assessment<br>Area 3,<br>Phase 1         | Assessment<br>Area 3,<br>Phase 2 | Assessment<br>Area 3,<br>Phase 3 | Assessment<br>Area 3,<br>Phase 4 | Total |
|---|--|--|--|-----------------------------------|-----------------------------------|-----------------------------------|--|----------------------------------|----------------------------------|----------------------------------|-------|
| Assessments   | 2015<br>Assessments                            | 2016A & B<br>Assessments   | 2017A & B<br>Assessments   | 2020 Phase<br>3A<br>Assessments   | 2021 Phase<br>3B<br>Assessments   | 2022<br>Assessments               | 2021 Phase<br>1<br>Assessments           | 2021 Phase<br>2<br>Assessments   | 2022<br>Assessments              | Future                           |       |
| Lots<br>Planned   | 152  | 305  | 401  | 181                               | 207                               | 182                               | 339                                      | 71                               | 203                              | 195                              | 2,236 |
| Lots<br>Developed   | 152  | 305  | 401  | 181                               |                                   |                                   |  |                                  |                                  |                                  |       |
| Lots<br>Contracted<br>with<br>Builders                    | 152  | 305  | 401  | 181                               | 207                               | [182]                             | 326                                      | _                                |                                  | _                                |       |
| Lots Closed<br>with<br>Builders                           | 152  | 305  |  | 181                               |                                   |                                   |  |                                  |                                  |                                  |       |
| Homes<br>Contracted<br>with<br>Homebuyers<br>(not closed) |  | []   |  |                                   |                                   |                                   |  |                                  |                                  |                                  |       |
| Homes<br>Closed with<br>Homebuyers                        | 152  | [305]  |  |                                   |                                   |                                   |  |                                  |                                  |                                  |       |
| Builders  | D.R.<br>Horton,<br>Landon,<br>Dream<br>Finders | D.R. Horton,<br>Landon,<br>Weekley,<br>Providence<br>Construction,<br>Mastercraft<br>Drees | Lennar,<br>Dream<br>Finders,<br>D.R.<br>Horton,<br>Richmond,<br>Mastercraft<br>Drees | Dream<br>Finders                  | Dream<br>Finders                  | [Dream<br>Finders]                | Dream<br>Finders,<br>Richmond,<br>Lennar |                                  | [TBD]                            | [TBD]                            |       |

#### **Development Plan and Status**

## Assessment Area 2 – Phase 3C

Assessment Area 2 – Phase 3C is planned for 182 single-family residential units. Land development associated with Phase 3C will commence in [November 2022] and is expected to be completed by [November 2023], at which point lots will be delivered to Dream Finders, which will commence marketing and vertical construction of homes. Home closings are expected to commence by the first quarter of 2024.

#### Assessment Area 3 – Phase 3

Assessment Area 3 – Phase 3 is planned for 203 single-family residential units. Land development associated with Phase 3 [commenced in October 2022] and is expected to be completed by [October 2023], at which point lots will be delivered to homebuilder(s), who will commence marketing and vertical construction of homes. Home closings are expected to commence by the first quarter of 2024.

The Landowner anticipates that [150 to 180] homes will close with homebuyers per annum within the Development. This anticipated absorption rate is based upon estimates and assumptions made by the Landowner that are inherently uncertain, though considered reasonable by the Landowner, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Landowner. As a result, there can be no assurance such absorption rates will occur or be realized in the timeframes anticipated. See "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" herein.

## **Development Finance Plan**

## Assessment Area 2 – Phase 3C

The total land development costs associated with Phase 3C, as further described in the Engineer's Report, is estimated to be \$13,642,000. As of the date hereof, approximately \$\_\_\_\_\_\_ has been incurred toward the development of Phase 3C. A portion of the net proceeds of the 2022 Bonds will be used as follows: (i) approximately \$865,000 to redeem the portion of the 2016B Bonds allocated to Phase 3C and (ii) \$3.51 million\* to finance a portion of the Phase 3C Project costs. The Landowner will enter into a completion agreement at the closing on the 2022 Bonds whereby the Landowner will agree to complete the 2022 Projects not funded with proceeds of the 2022 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area" and "THE DEVELOPMENT – Landowner Agreements" herein.

## Assessment Area 3 – Phase 3

The total land development costs associated with Phase 3, as further described in the Engineer's Report, is estimated to be \$13,479,650. As of the date hereof, approximately \$\_\_\_\_\_\_ has been incurred toward the development of Phase 3. A portion of the net proceeds from the 2022 Bonds will be available in the approximate amount of \$3.31 million† and will be used to finance a portion of the Phase 3 Project. The Landowner will enter into a completion agreement at the closing on the 2022 Bonds whereby the Landowner will agree to complete the 2022 Projects not funded with proceeds of the 2022 Bonds. See

<sup>\*</sup> Preliminary, subject to change.

<sup>†</sup> Preliminary, subject to change.

"BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area" and "THE DEVELOPMENT – Landowner Agreements" herein.

## **Builder Contracts**

The Landowner has entered into a contract with Dream Finders (as defined herein) for the sale of 182 lots planned for Phase 3C, as described below. In addition, the Landowner is currently in negotiations with other builders, including existing builders within the Development, for the purchase of the lots within the Phase 3 and Phase 4.

#### Phase 3C

The Landowner has entered into a Purchase and Sale Agreement dated May 28, 2019, as amended (the "Dream Finders Contract"), with Dream Finders Homes, LLC, a Florida limited liability company ("Dream Finders"), for the purchase of all of the lots planned within Assessment Area 2 – Phases 3A, 3B and 3C, including the 182 lots planned within Phase 3C, with the lots in each phase being purchased in a single bulk closing. Pursuant to the Dream Finders Contract, Dream Finders shall pay a purchase price of approximately \$\_\_\_\_\_\_ million for the lots within Phase 3C at closing, subject to additional consideration of [\$1,000 to \$3,000 per lot], pursuant to a formula set forth in the Dream Finders Contract. The Dream Finders Contract provides that closing shall occur upon the recording of a plat of Phase 3C, together with the satisfaction of certain other development conditions set forth in the Dream Finders Contract. The Landowner anticipates that closing will occur in the [\_\_\_\_\_] quarter of [20\_\_].

Dream Finders has made deposits under the Dream Finders Contract totaling \$1,106,920, which have been released to the Landowner. Dream Finders will make further deposits under the Dream Finders Contract at future permitting benchmarks. There is a risk that Dream Finders may not close on the lots pursuant to the Dream Finders Contract or may fail to construct homes on such lots. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area" herein.

Dream Finders is a Florida limited liability company that was organized in 2009 with corporate offices in Jacksonville, Florida. Dream Finders is a private national home builder that is currently building homes in the Northeast Florida, Orlando, Savannah, Denver and Austin markets.

Phase 3

[To come]

None of the builders or other entities listed herein is guaranteeing payment of the 2022 Bonds or the 2022 Assessments. None of the entities listed herein, other than the Landowner, has entered into any agreements in connection with the issuance of the 2022 Bonds.

#### **Residential Product Offerings**

The following table reflects the Landowner's current expectations for the neighborhood to be constructed in the 2022 Project Area, along with the estimated number of bedrooms and bathrooms, estimated square footage, and estimated home prices, all of which are subject to change:

|                        | Estimated      | Estimated             |
|------------------------|----------------|-----------------------|
| Product Type           | Square Footage | Home Prices           |
| Single-Family 43' Lots | 1,600 - 2,500  | \$300,000 - \$330,000 |
| Single-Family 53' Lots | 2,000 - 2,600  | \$330,000 - \$390,000 |
| Single-Family 63' Lots | 2,300 - 3,250  | 400,000 - 475,000     |

## Amenities

An amenity center has been constructed in the District, which consists of fitness and information centers, a lakeside pavilion, swimming pool, multi-purpose courts, playground and play field, along with approximately 6,000 square feet of air conditioned space, and an additional approximately 3,750 square feet of outdoor under-roof building area (collectively, the "Original Amenity Center"). Construction of the Original Amenity Center has been completed at a cost of approximately \$4.34 million.

[The Landowner is planning to expand the amenity offerings within the Development. A conceptual design/planning study commenced in October 2021. Components under consideration for inclusion in the expanded amenity offerings include a pool, restroom facilities, recreational field, trails. Construction of the amenity expansion is expected to commence in \_\_\_\_\_\_ and is expected to be completed by \_\_\_\_\_\_ at an approximate total cost of \$\_\_\_\_\_\_. The 2022 Projects includes \$1,825,000 in funding for the amenity expansion.]

In addition to the Original Amenity Center, Assessment Area 2 will contain an extensive amenity package designed to attract active-adult users, a portion of which will be funded with proceeds of the Phase 3C Bonds. Amenities within Assessment Area 2 will consist of a social pool, lap lane pool, indoor fitness center, indoor and outdoor social gathering spaces, recreation facilities consisting of pickle ball and bocce ball courts, and associated parking, hardscape and landscape (the "Assessment Area 2 Amenity"). Construction on the Assessment Area 2 Amenity commenced in [November 2021] and is expected to be completed by \_\_\_\_\_\_ at a total cost of approximately [\$7 million].

#### **Development Approvals**

The Development is a portion of the approximately 6,300-acre St. Johns Development of Regional Impact ("DRI"), the development order for which was originally approved by the Board of County Commissioners of the County in 1991. The development order was previously amended and restated in 2011 by Resolution No. 2011-335, and was most recently amended in 2021 by Resolution No. 2021-82. The DRI's buildout date is November 22, 2039. The Development is zoned in the County as part of a Planned Unit Development ("PUD") encompassing approximately 4,329 acres, approved for development by Ordinance No. 1991-37, as most recently modified by Ordinance No. 2021-35. By private agreement with the master developer of the DRI and the PUD, and subsequent assignment to the Landowner, TrailMark (often referred to in the DRI and the PUD as the "Six Mile Creek South Parcel") has been allocated the right to develop 1,678 single-family and 600 multi-family residential units, or their equivalent, which provides for the development of Phase 3C, Phase 3, and Phase 4 as described herein.

The District Engineer will represent at the closing of the 2022 Bonds that all permits that are necessary to complete the development of the 2022 Project Area have been received or are expected to be

received in the ordinary course of development. See "APPENDIX C: ENGINEER'S REPORT" hereto for a complete list of permits received and pending and see also "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein.

## Utilities

Potable water and sewer services will be provided by the County. The water and sewer infrastructure necessary for development of the District Lands will be constructed by the District but owned and maintained by the County. As described in the 2022 Engineer's Report, the District has entered into a water and sewer connection fee agreement with the County that provides a mechanism for reimbursement to the District of certain costs it incurs for the installation of the utility facilities. See "APPENDIX C: ENGINEER'S REPORT" for additional information.

Electric service is being provided to the Development by Florida Power and Light. The Landowner has entered into a bulk telecommunication marketing agreement with AT&T. TECO People's Gas provides natural gas service to the Development.

## Environmental

A Phase I Environmental Site Assessment was prepared on all of the lands within the District by Environmental Services, Inc. on February 26, 2015, which assessment revealed no recognized environmental conditions. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

#### **Taxes, Fees and Assessments**

The District will initially impose the 2022 Assessments across all of the 2022 Project Area, which consists of approximately 158.46 gross acres. As the land within the 2022 Project Area is platted, the 2022 Assessments will be allocated to platted and developed lots on a "first-platted first-assessed basis" to all 580 lots planned for the 2022 Project Area, in accordance with the Assessment Methodology.

The table below sets forth the 2022 Assessments that, upon platting and absorption, are expected to be levied and allocated to platted units in the 2022 Project Area to pay debt service on the 2022 Bonds, and the par per unit for the 2022 Bonds.

| Phase | Product<br>Type | # of Units<br>Planned | 2022 Bond Par<br>Per Unit | Annual 2022<br>Assessments Per Unit <sup>*</sup> |
|-------|-----------------|-----------------------|---------------------------|--|
| 3C    | SF 43'          | 71                    | \$27,008                  | \$2,200  |
| 3C    | SF 53'          | 78                    | \$29,463                  | \$2,400  |
| 3C    | SF 63'          | 33                    | \$33,146                  | \$2,700  |
| 3     | SF 43'          | 119                   | \$17,069                  | \$1,390  |
| 3     | SF 53'          | 64                    | \$22,529                  | \$1,835  |
| 3     | SF 63'          | 20                    | \$27,426                  | \$2,234  |
|       | Total           | 385                   | -                         |  |

Annual 2022 Assessment levels shown assume collection via the Uniform Method and include a 6% gross up to reflect estimated County collection costs and statutory early payment discounts.

In addition to the above, the District currently levies assessments to cover its operation and administrative costs in amounts ranging from approximately \$957 to \$1,489 per single-family unit annually,

but such amounts are subject to change. Each homeowner within the District is required to pay annual ad valorem and non-ad valorem taxes, special district assessments including those of the District, and homeowners association assessments. Annual homeowners' association assessments are [\$75] per lot for calendar year 2022. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The County's millage rate for 2022 is \_\_\_\_\_\_. These taxes would be payable in addition to the Series 2022 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of St. Johns County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes and/or assessments levied by these other entities could be substantially higher than in the current year.

#### Education

Children residing in the Development are expected to attend Mill Creek Academy, Pacetti Bay Middle School and Allen D Nease Senior High School, which are located approximately 4 miles, 3 miles and 15 miles away from the Development, respectively, and which were each by the State in 2022 (the most recent year for which grades are available) as A. The St. Johns County School Board may change school boundaries from time to time and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

## Competition

The Development is expected to compete with projects in the County market generally. The Landowner believes the following projects will be the most direct competition for the Development: RiverTown, Samara Lakes and Murabella. In addition, there are other large-scale, highly-amenitized, master-planned communities located along U.S. Highway 1 over 10 miles from the Development to the east (such as Nocatee, Palencia and Las Calinas), which benefit from their relative proximity to the beaches. There is also a parcel along County Road 210 known as Shearwater that in the early stages of development and will likely serve as competition to the Development. This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Landowner feels pose primary competition to the Development.

#### Landowner Agreements

The Landowner will enter into a completion agreement that will obligate the Landowner to complete any portions of the 2022 Projects not funded with proceeds of the 2022 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the 2022 Projects or the Construction of Homes within the 2022 Project Area" herein.

In addition, the Landowner will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the Landowner will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Landowner, development rights relating the 2022 Projects and the development of the 2022 Project Area. Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Series 2022 Assessments as a result of the Landowner's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the 2022 Projects or the development of the 2022 Project Area.

Finally, the Landowner will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted or re-platted lands in the 2022 Project Area increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

SUCH OBLIGATIONS OF THE LANDOWNER ARE UNSECURED OBLIGATIONS, AND THE LANDOWNER IS A SPECIAL-PURPOSE ENTITY WHOSE ASSETS CONSIST PRIMARILY OF ITS INTERESTS IN THE DEVELOPMENT. SEE "THE LANDOWNER" HEREIN FOR MORE INFORMATION REGARDING THE LANDOWNER.

#### THE LANDOWNER

The land in the 2022 Project Area is owned by Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"). The Landowner was formed in 2013 for purposes of acquiring the Development. The Landowner's members are GreenPointe Ventures, LLC, a Delaware limited liability company ("GreenPointe"), and a series of mutual funds which are part of the Marathon Asset Management family of funds ("Marathon"). The Landowner's manager is GreenPointe Communities, LLC, a Florida limited liability company ("GreenPointe Communities"), an affiliate of GreenPointe.

GreenPointe Communities was founded by Edward E. Burr in 2008 with a charge to create livable communities of lasting value that fit the needs of today's homebuyers. Prior to leading GreenPointe Communities, Burr founded the LandMar Group, LLC in 1987 and led the company's creation of masterplanned, award-winning communities in Florida and coastal Georgia. Under his leadership, LandMar acquired, designed, entitled and developed more than 30 master-planned communities and developments. GreenPointe Communities and each of its divisions are led by veterans of land and community development, homebuilding, lifestyle and amenities management, equity and debt financing, and infrastructure development. The GreenPointe Communities team's collective experience includes raising and investing more than \$800 million to develop 100,000 acres of land, build 80,000 homesites and construct 30,000 homes. [GreenPointe Communities and its affiliates currently own fourteen (14) Florida communities being developed into approximately 12,500 homesites, including multifamily and condominium units, and several hundred acres of land entitled for multi-family residential, retail and office use.]

Founded in 1998, Marathon is a global credit manager with approximately [\$22] billion of capital under management, opportunistically investing in global credit markets.

Neither the Landowner nor any of the other entities listed above are guaranteeing payment of the 2022 Bonds or the 2022 Assessments. None of the entities listed herein, other than the Landowner, has entered into any agreements in connection with the issuance of the 2022 Bonds.

## TAX MATTERS

#### **Opinion of Bond Counsel**

[In the opinion of Bond Counsel, rendered with respect to each Series of the 2022 Bonds, the proposed form of which is included as APPENDIX B hereto, the interest on the 2022 Bonds is, under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), excludable from federal gross income and is not a specific tax preference item for purposes of the federal alternative minimum tax under existing statutes, regulations, published rulings and court decisions. Such opinion assumes compliance by the District with the tax covenants set forth in the Indenture and the accuracy of certain representations

included in the closing transcript for the 2022 Bonds. Failure by the District to comply subsequent to the issuance of the 2022 Bonds with certain requirements of the Code, regarding the use, expenditure and investment of bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the 2022 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issue. The District has covenanted in the Indenture to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the 2022 Bonds for purposes of federal income taxation. In rendering this opinion, Bond Counsel has assumed continuing compliance with such covenant.]

## **Collateral Tax Consequences**

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the 2022 Bonds. Prospective purchasers of the 2022 Bonds should be aware that the ownership of the 2022 Bonds may result in collateral federal tax consequences.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE 2022 BONDS, AS THE CASE MAY BE, AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

#### **Other Tax Matters**

Interest on the 2022 Bonds may be subject to state or local income taxation under state or local laws. Purchasers of the 2022 Bonds should consult their tax advisors as to the income tax status of interest on the 2022 Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the 2022 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the 2022 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the 2022 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the 2022 Bonds.

## [Original Issue Discount]

[Bond Counsel is further of the opinion that the difference between the principal amount of the 2022 Bonds maturing on \_\_\_\_\_\_ 1, 20 \_\_ and \_\_\_\_\_\_ 1, 20 \_\_ (collectively, the "Discount Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Discount Bonds of the same maturity was sold constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the 2022 Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. The federal income tax

consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.]

## AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the 2022 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

## LEGALITY FOR INVESTMENT

The Act provides that the 2022 Bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities that may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

## SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the 2022 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the 2022 Bonds. Investment in the 2022 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

## **ENFORCEABILITY OF REMEDIES**

The remedies available to the Owners of the 2022 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2022 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2022 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

#### LITIGATION

#### **The District**

There is no litigation of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the 2022 Bonds, or in any way contesting or affecting (i) the validity of the 2022 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the 2022 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

#### The Landowner

The Landowner has represented that there is no litigation of any nature now pending or, to the knowledge of the Landowner, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the 2022 Projects or the development of the lands in the District as described herein, materially and adversely affect the ability of the Landowner to pay the 2022 Assessments imposed against the land within the District owned by the Landowner or materially and adversely affect the ability of the Landowner to perform its various obligations described in this Limited Offering Memorandum.

#### **CONTINGENT FEES**

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the 2022 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the 2022 Bonds.

#### **NO RATING**

No application for a rating for the 2022 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the 2022 Bonds would have been obtained if application had been made.

#### **EXPERTS**

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by England-Thims & Miller, Inc., Jacksonville, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Governmental Management Services, LLC, St. Augustine, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the 2022 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

## FINANCIAL INFORMATION

This District will covenant in the Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX F attached hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX F, commencing with the audit for the District fiscal year ended September 30, 2022. Attached hereto as APPENDIX E are copies of the District's most recent audited financial statements for the District's fiscal years ended September 30, 2020 and September 30, 2021 and the District's unaudited monthly financial statements for the period ended [\_\_\_\_\_], 2022. Two years of audited financial statements have been included as required by Florida Administrative Rule 69W-400.003(h) due to the District's previous default on the payment of principal and interest on its Original 2007 Bonds. See "THE DISTRICT – Prior and Existing Bond Defaults" for more information regarding such defaults. The audited financial statements, including the auditor's report including therein, have been included in this Limited Offering Memorandum as publicly available documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The 2022 Bonds are not general obligation bonds of the District and are payable solely from the 2022 Pledged Revenues.

Beginning October 1, 2015, or by the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. The District currently has a website, and more information regarding the District's website may be obtained by contacting the District Manager at the address set forth under "THE DISTRICT – District Manager and Other Consultants."

## DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). With the exception of the defaults on the 2007 Bonds described below, the District is not and has never been in default as to principal and interest on its bonds or other debt obligations.

[The District is in default as to principal and interest on its Original 2007 Bonds. See "THE DISTRICT – Prior and Existing Bond Defaults" herein for more information.]

#### **CONTINUING DISCLOSURE**

The District and the Landowner will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in the attached APPENDIX F, for the benefit of the 2022 Bondholders (including owners of beneficial interests in such Bonds), respectively, to provide certain financial information and operating data relating to the District and 2022 Project Area by certain dates prescribed in the Disclosure Agreement (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). The specific nature of the information to be contained in the Reports is set forth in "APPENDIX F: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under either Indenture, but such event of default under the Disclosure Agreement would allow the 2022 Bondholders (including owners of beneficial interests in such Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into continuing disclosure undertakings in connection with its Prior Bonds. [A review of filings made pursuant to those obligations during the five years immediately
preceding the issuance of the 2022 Bonds indicates that certain filings were filed late and that notice of such late filings was not always provided. Such late filings include, but are not limited to, District audited financial statements and notices of payment delinquencies in regards to the 2007 Bonds. The District anticipates satisfying all future disclosure obligations required pursuant to its Continuing Disclosure Agreement and the Rule.]

The Landowner has previously entered into continuing disclosure agreements in connection with the District's Prior Bonds. [In the past five years, the Landowner has not failed to comply in all material respects with its prior undertakings to provide continuing disclosure information pursuant to the Rule. In addition, since acquiring the lands within the District, the Landowner has been providing certain information with respect to the lands it owns in the District through voluntary filings on EMMA.]

The District will appoint the District Manager to serve as dissemination agent under the Disclosure Agreement for the 2022 Bonds.

#### UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the 2022 Bonds from the District at a purchase price of \$\_\_\_\_\_ (par amount of the 2022 Bonds, less an original issue discount of \$\_\_\_\_\_ and an Underwriter's discount of \$\_\_\_\_\_ ). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of a Series of 2022 Bonds if any 2022 Bonds of such Series are purchased.

The Underwriter intends to offer the 2022 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The 2022 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

#### VALIDATION

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Seventh Judicial Circuit Court of Florida in and for St. Johns County, Florida, rendered on May 16, 2007. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

#### **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the 2022 Bonds are subject to the approval of Akerman LLP, Jacksonville, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida. Certain legal matters will be passed upon for the Landowner by its general counsel, Patricia Nolan, Esq., Jacksonville, Florida.

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

#### MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2022 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the 2022 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the 2022 Bonds.

[Remainder of page intentionally left blank.]

## AUTHORIZATION AND APPROVAL

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of the District.

### SIX MILE CREEK COMMUNITY **DEVELOPMENT DISTRICT**

By: \_\_\_\_\_\_Chairperson, Board of Supervisors

# APPENDIX A

## COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE

# **APPENDIX B**

# PROPOSED FORM OF OPINION OF BOND COUNSEL

# **APPENDIX C**

# **ENGINEER'S REPORT**

# **APPENDIX D**

# ASSESSMENT METHODOLOGY

# **APPENDIX E**

# DISTRICT'S FINANCIAL STATEMENTS

# **APPENDIX F**

# PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [\_\_\_\_\_], 2022 is executed and delivered by the Six Mile Creek Community Development District (the "Issuer" or the "District"), Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), and Governmental Management Services, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Capital Improvement Revenue Bonds, Series 2022 (2022 Project Area) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), entered into by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Ft. Lauderdale, Florida, as successor trustee (the "Trustee"), as amended and supplemented by the Eleventh Supplemental Trust Indenture dated as of [October] 1, 2022 (the "Eleventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), by and between the Issuer and the Trustee. The Issuer, the Landowner and the Dissemination Agent covenant and agree as follows:

1. <u>Purpose of this Disclosure Agreement</u>. This Disclosure Agreement is being executed and delivered by the Issuer, the Landowner and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. <u>Definitions</u>. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement. "Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to the Assessments, more particularly described in the Limited Offering Memorandum as the 2022 Project Area.

"Assessments" shall mean the non-ad valorem 2022 Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Governmental Management Services, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Governmental Management Services, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at http://emma.msrb.org/.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [\_\_\_\_\_], 2022, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Landowner for so long as such Landowner or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [May 1, 2023].

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure

submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

## 3. **Provision of Annual Reports.**

Subject to the following sentence, the Issuer shall provide the Annual (a) Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ended September 30, 2022. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth  $(15^{th})$  day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

## 4. <u>Content of Annual Reports</u>.

(a) Each Annual Report shall be in the form set in <u>Schedule A</u> attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether onroll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## 5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Landowner on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall be in the form set in <u>Schedule B</u> attached hereto and contain an update of the following information to the extent available:

(i) The number and type of lots planned in the Assessment Area subject to the Assessments.

(ii) With respect to lots owned in the Assessment Area by the Obligated Person: the total number of lots owned, the number of lots under contract but not closed with a homebuilder and the name of such homebuilder, the number of lots closed with a homebuilder, the number of lots not under contract with a homebuilder.

(iii) The number and type of lots developed in the Assessment Area.

(iv) The number and type of lots platted in the Assessment Area.

(v) With respect to undeveloped and unplatted lands owned in the Assessment Area by the Obligated Person, a description of the status for lot development within such lands.

(vi) The cumulative number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(vii) The number and type of homes under contract and not closed with homebuyers in the Assessment Area in such quarter.

(viii) With respect to the Assessment Area, material changes to (1) builder contracts, (2) the number or type of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person.

(ix) Any sale, assignment or transfer of ownership by the Obligated Person of lands in the Assessment Area to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations

of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Landowner from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

## 6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the 2022 Reserve Account reflecting financial difficulties;

# (iv) Unscheduled draws on credit enhancements reflecting financial

difficulties;\*

(v) Substitution of credit or liquidity providers, or their failure to

perform;\*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the

Bonds, if material;

(xi) Rating changes;\*

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal

<sup>\*</sup> Not applicable to the Bonds at their date of issuance.

law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to

disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xii), (xv), (xv), or (xvii) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. <u>Termination of Disclosure Agreement</u>. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent**. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services, LLC. Governmental Management Services, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. <u>Amendment: Waiver</u>. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. <u>Additional Information</u>. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that

which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default**. In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Landowner and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Landowner and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Landowner, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. <u>**Tax Roll and Budget**</u>. Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the St. Johns County Tax Collector and the Issuer's most recent adopted budget.

15. <u>Governing Law</u>. The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in St. Johns County, Florida.

16. <u>**Counterparts**</u>. This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. <u>**Trustee Cooperation.**</u> The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Landowner or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

### SIX MILE CREEK COMMUNITY **DEVELOPMENT DISTRICT, AS ISSUER**

[SEAL]

By:

, Chairperson Board of Supervisors

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

## SIX MILE CREEK INVESTMENT GROUP, LLC, AS LANDOWNER

By: \_\_\_\_\_, Manager

**GOVERNMENTAL MANAGEMENT** SERVICES, LLC, and its successors and assigns, AS DISSEMINATION AGENT

| By:    |  |
|--------|--|
| Name:  |  |
| Title: |  |

## **CONSENTED TO AND AGREED TO BY:**

## **DISTRICT MANAGER**

**GOVERNMENTAL MANAGEMENT** SERVICES, LLC, AS DISTRICT MANAGER

| By:    |  |
|--------|--|
| Name:  |  |
| Title: |  |

Acknowledged and agreed to for purposes of Sections 11, 13 and 17 only:

# U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

| By:    | _ |
|--------|---|
| Name:  | _ |
| Title: |   |

### EXHIBIT A

## FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT] [AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]

| Name of Issuer:            | Six Mile Creek Community Development District  |
|----------------------------|--|
| Name of Bond Issue:        | <pre>\$[] original aggregate principal amount of Capital<br/>Improvement and Refunding Revenue Bonds, Series 2022 (Series<br/>2022 Project Area)</pre> |
| Obligated Person(s):       | Six Mile Creek Community Development District;   |
| Original Date of Issuance: |  |

**CUSIP** Numbers:

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the abovenamed Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [\_\_\_\_\_], 2022, by and between the Issuer, the Landowner and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated:

\_\_\_\_\_, as Dissemination Agent

| By:    |  |  |  |
|--------|--|--|--|
| Name:  |  |  |  |
| Title: |  |  |  |

cc: Issuer Trustee

## SCHEDULE A

#### FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

#### 1. Fund Balances

#### **Combined Trust Estate Assets**

Quarter Ended – 12/31

Acquisition and Construction Fund **Revenue Fund Reserve Fund** Prepayment Fund Other **Total Bonds Outstanding** TOTAL

#### 2. Assessment Certification and Collection Information

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

|          | <u> </u> |
|----------|----------|
| On Roll  | \$       |
| Off Roll | \$       |
| TOTAL    | \$       |

- 2. Attach to Report the following:
- A. On Roll - Copy of certified assessment roll for the District's current Fiscal Year
- B. Off Roll – List of folios and ownership for all off roll Assessments, together with par and annual Assessment assigned to each folio

#### 3. For the immediately ended Bond Year, provide the levy and collection information

| <b>Total Levy</b> | <u><b>\$ Levied</b></u> | \$ Collected | % Collected | <u>% Delinquent</u> |
|-------------------|-------------------------|--------------|-------------|---------------------|
| On Roll           | \$                      | \$           | %           | %                   |
| Off Roll          | \$                      | \$           | %           | %                   |
| TOTAL             |                         |              |             |                     |

4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners

5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year

6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year

## **SCHEDULE B**

#### FORM OF OBLIGATED PERSON'S QUARTERLY REPORT

#### **Bond Information** Six Mile Creek Community Development District

| Date of Quarterly Report |                   |
|--------------------------|-------------------|
| Bond Series              | 2022              |
| Area/Project             | 2022 Project Area |

#### 1. Unit Mix For Land Subject To Assessments

|         |                      |                         | <b>Ownership Information</b> | 1               |
|---------|----------------------|-------------------------|------------------------------|-----------------|
| Туре    | Number of Lots/Units | <b>Developer Owned</b>  | <b>Builder Owned</b>         | Homeowner Owned |
| Total   |                      |                         |                              |                 |
| • E. I. |                      | ····· (ff ····· lt ·· ) |                              |                 |

#### 2. For Lots owned by Obligated Person (if applicable)

|      | # of Lots Owned by      | # of Lots Under Contract With | # of Lots NOT         | Name of        | Expected         |
|------|-------------------------|-------------------------------|-----------------------|----------------|------------------|
| Type | <b>Obligated Person</b> | <b>Builders (NOT CLOSED)</b>  | <b>Under Contract</b> | <b>Builder</b> | Takedown Date(s) |

Total

#### 3. Status of Land Subject to Assessments

#### A. Lots developed (cumulative, not quarterly activity), by phase or sub-phase:

Total

Assessment Area

#### B. Lots platted (cumulative, not quarterly activity), by phase or sub-phase:

Total

Assessment Area

# C. For lots not developed, and platted, provide brief description on status of lot development for land area securing the Bonds:

- 1. When do you anticipate lots will be developed (for each phase or sub phase)?
- 2. When do you anticipate lots will be platted (for each phase or sub phase)?
- 3. Provide total amount of money spent on land development to date (include money funded with bonds and with other sources)

#### D. Homes Closed with End-Users:

Total

CUMULATIVE

#### E. Homes Sold To End Users (AND NOT CLOSED):

QUARTER ONLY

## Total 4. Development Changes and Status Updates

- 1. Material changes to Builder Contracts (i.e., change of terms or cancellation of contract, change of takedown dates)?
- 2. Any bulk sales of land within the District to other developers or builders?
- 3. Any material changes to the number or type of lots planned to be developed in the Assessment Area?
- 4. Any materially adverse changes or determinations to permits/approvals for the Assessment Area which necessitate changes to the development plans?
- 5. Incurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area (amount, rate, and term)?
- 6. Sale, assignment or transfer of ownership of real property in the Assessment Area to a third party, which will in turn be an Obligated Person?

\*This report contains statements, which to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "anticipate", "estimate", "expect", and "belief", and similar expressions are intended to identify forward-looking statements. Such statements may be subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements.

FIFTH ORDER OF BUSINESS

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT AND SIX MILE CREEK INVESTMENT GROUP, LLC

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between:

**Six Mile Creek Community Development District**, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

**Six Mile Creek Investment Group, LLC**, a Delaware limited liability company, with a mailing address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 ("Developer," and together with the District, the "Parties").

#### RECITALS

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

WHEREAS, the District is a local unit of special purpose government, a community development district, a political subdivision of the State of Florida, and an independent special district within the meaning of Chapter 190, Florida Statutes, and

WHEREAS, as a result of its status as a governmental entity, the District enjoys certain sovereign immunity protections; and

WHEREAS, the Developer is the owner/developer of certain lands located within the boundaries of the District upon which the Developer and/or the District may construct the infrastructure improvements (the "District Infrastructure") identified in the Improvement Plan for the Purpose of Special Assessment Bonds dated December 1, 2006, as supplemented by the following reports: 1) Supplemental Engineers Report for Series 2007 Capital Improvements dated May 25, 2007; 2) Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2014 Capital Improvements dated November 12, 2014; 3) Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2016 Capital Improvements dated April 12, 2016; 4) Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2017 Capital Improvements dated October 27, 2017; 5) Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2020 Capital Improvements dated June 2, 2020; 6) Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2021 Capital Improvements dated January 19, 2021; 7) Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2021 AA2-3B & AA3-2 Capital Improvements dated September 10, 2021; and 7) Six Mile Creek Community Development District Supplemental Engineers Report for Series 2022 AA2-3C, AA3-3 & AA3-4 Capital Improvements dated September 2, 2022 (collectively the "Engineer's Report"); and

WHEREAS, portions of the District Infrastructure, including, but not limited to stormwater improvements, amenity facilities, irrigation, and landscape and hardscape improvements are intended to be conveyed to the District for ownership, operation, and maintenance; and

WHEREAS, the District is authorized to issue bonds for the purpose of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining various infrastructure improvements including, but not limited to, the District Infrastructure; and

**WHEREAS**, the District has previously issued tax-exempt bonds<sup>1</sup> (the "Prior Bonds") to fund a portion of the District Infrastructure; and

WHEREAS, it is anticipated that the District will issue additional bonds (the "Future Bonds," and together with the Prior Bonds, the "Bonds") to fund additional portions of the District Infrastructure; and

WHEREAS, the District has used and will continue to use the proceeds of the Bonds to fund the District Infrastructure either by entering into construction agreements with contractors for the installation and construction of the infrastructure, or through purchasing completed portions of the District Infrastructure from the Developer; and

WHEREAS, it is anticipated that the proceeds from the Bonds will be exhausted prior to the completion of all the District Infrastructure and the Developer will complete the construction of the District Infrastructure; and

WHEREAS, upon the completion of portions of the District Infrastructure, whether the construction was completed by the District or the Developer, the District and the Developer acknowledge both parties' intention to convey the completed District Infrastructure, and the real property where the District Infrastructure is located, to the District for ownership, operation and maintenance; and

WHEREAS, the District understands and acknowledges that it was originally created for the purpose of owning, operating, and maintaining the District Infrastructure and that, in light of the District's sovereign immunity protections, it is in the best interest of the District and its

<sup>&</sup>lt;sup>1</sup> The Prior Bonds include the following: 1) \$47,000,000 Capital Improvement Revenue Bonds, Series 2007; 2) \$3,140,000 Series 2014A Capital Improvement Revenue Bonds; 3) \$3,165,000 Capital Improvement Revenue Refunding Bonds, Series 2015 (Assessment Area 1); 4) \$7,315,000 Capital Improvement Revenue Bonds, Series 2016A and \$6,720,000 Capital Improvement Revenue Bonds, Series 2017A (Assessment Area 2, Phase 2) and \$3,980,000 Capital Improvement Revenue Bonds, Series 2017B (Assessment Area 2, Phase 2); 6) \$7,020,000 Capital Improvement Revenue Bonds, Series 2020 (Assessment Area 2, Phase 2); 6) \$7,020,000 Capital Improvement Revenue Bonds, Series 2020 (Assessment Area 2, Phase 3A); 7) \$11,340,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 1); and \$8,250,000 Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 2, Phase 3); 7) \$11,340,000 Six Mile Creek Community Development District Capital Improvement Area 3, Phase 1); and \$8,250,000 Six Mile Creek Community Development District Capital Improvement Area 3, Phase 2); 6) \$2020 (Assessment Area 3, Phase 1); and \$8,250,000 Six Mile Creek Community Development District Capital Improvement Area 3, Phase 2); 6) \$2021 (Assessment Area 3, Phase 1); and \$8,250,000 Six Mile Creek Community Development District Capital Improvement Area 3, Phase 2); 7) \$2020 (Assessment Area 3, Phase 1); and \$2,640,000 Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 3); 7) \$2020 Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 2).

residents to have the District Infrastructure, and the real property where the District Infrastructure is located, conveyed to the District rather than a non-governmental entity; and

WHEREAS, the District and the Developer acknowledge that the issuance of the Bonds has been, and will be, an essential step in the funding of the District Infrastructure and the District, subject to the terms set forth herein, agrees to work cooperatively with the Developer to undertake the issuance of Future Bonds.

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Memorandum.

### 2. COMPLETION AND ACCEPTANCE OF DISTRICT INFRASTRUCTURE.

(A) **District Constructed District Infrastructure.** In connection with District Infrastructure constructed pursuant to an agreement entered into by the District, but constructed on Developer-owned property, upon the completion of such District Infrastructure, as certified by the District's Engineer, the District agrees to accept the real property on which such District Infrastructure was constructed or that is necessary for the operation and maintenance of, and access to, the District Infrastructure. Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the District Infrastructure is constructed and shall be responsible for all taxes and assessments levied on the lands upon which the District Infrastructure is constructed until such time as the Developer conveys all said lands to the District.

## (B) Developer Constructed District Infrastructure.

(i) In connection with District Infrastructure completed by the Developer, regardless of whether the District paid for such District Infrastructure, Developer shall provide the following at the time of any conveyance to the District: (i) documentation that the District Infrastructure has been paid for in full, (ii) instruments of conveyance such as warranty bills of sale, warranty deeds, or such other instruments as may be reasonably requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

(ii) In connection with the conveyance of the Developer Constructed District Infrastructure, the Developer agrees that it will convey to the District and the District shall accept conveyance of the District Infrastructure, by a special warranty deed or other instrument actable to the District, together with a metes and bounds description or other description, the real property upon which any of the District Infrastructure is constructed or that is necessary for the operation and maintenance of, and access to, the District Infrastructure. Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the District Infrastructure is constructed and shall be responsible for all taxes and assessments levied on the lands upon which the District Infrastructure is constructed until such time as the Developer conveys all said lands to the District.

(iii) Without any obligation to incur any cost of construction and/or completion of the District Infrastructure with funds that are not identified for such purpose, the District agrees to cooperate with the Developer, as may be reasonably requested by the Developer, to facilitate efforts to complete the unfinished portions of the District Infrastructure and to convey the District Infrastructure to the District once completed in accordance with this Memorandum. The District acknowledges and agrees that the following revenue sources are identified to be used to fund and construct District Infrastructure: 1) proceeds of the Bonds; and 2) utility fees received pursuant to that certain Six Mile Creek Water and Sewer Connection Fee Reimbursement Agreement dated January 29, 1999. The cooperation contemplated by this section includes, but is not limited to, compliance with permitting or other requirements of governmental and/or regulatory agencies having jurisdiction. Should there be any monetary expense for the District to comply with this provision, and the District does not have any funds identified for use on the construction of District Infrastructure, the Developer agrees to pay such expense on the District's behalf.

(iv) The District's acceptance of the District Infrastructure, and related real property, shall be conditioned upon the District being provided a certification from a Professional Engineer that the District Infrastructure: i) benefits property within the District, ii) was constructed and installed substantially in accordance with applicable specifications, plans, and permits, and, subject to the design specifications, is capable of performing the functions for which they were intended, and iii) were paid for in full.

**3. FUTURE BOND ISSUANCE**. Developer may request that the District issue Future Bonds to finance portions of the District Infrastructure. As long as the assessments securing the Future Bonds are not levied on homeowner-owned property and are levied only on property within the District that is owned by the Developer or home builders, the District agrees to work cooperatively with the Developer to undertake the issuance of Future Bonds.

**4. AUTHORIZATION**. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Memorandum, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

**5. AMENDMENTS; ASSIGNMENT.** Amendments to and waivers of the provisions contained in this Memorandum may be made only by an instrument in writing which is executed by each of the parties hereto. Neither of the parties may assign their rights, duties or obligations under this Memorandum without prior written approval of the other party, which consent shall not be unreasonably withheld. Any purported assignment without said written authorization shall be void. 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Memorandum shall not affect the validity or enforceability of the remaining portions of this Memorandum, or any part of this Memorandum not held to be invalid or unenforceable.

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

**IN WITNESS WHEREOF**, the undersigned have executed this Memorandum effective as of the date set forth above.

ATTEST: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

WITNESS:

# SIX MILE CREEK INVESTMENT GROUP,

LLC, a Delaware limited liability corporation

|                   | By:    |  |
|-------------------|--------|--|
| Witness Signature | Name:  |  |
| C                 | Title: |  |

SIXTH ORDER OF BUSINESS

# DRAFT

# Six Mile Creek Community Development District

Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds Assessment Area 3 Phase 3, Assessment Area 2 Phase 3C

October 19, 2022

Prepared by

**Governmental Management Services, LLC** 

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Attachments: AA3 Phase 3, AA2 Phase 3C - Legal description

# 1.0 Introduction

# 1.1 Executive Summary

# 1.1.1 The District

Six Mile Creek Community Development District (the "District"), a local unit of special-purpose government, was established by rule number 42GGG-1 adopted by the Florida Land and Water Adjudicatory Commission on March 7, 2007, as amended on August 11, 2021 and May 23, 2022. The District encompasses approximately 1,360 acres of land located within the unincorporated area of St. Johns County, Florida, and was established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of major infrastructure necessary for development to occur within the District.

The TrailMark development located within the District is a master planned, amenitized, residential community. The planned development will include approximately 2,278 residential units composed of single-family, patio and townhomes along with multi-family housing.

# 1.1.2 Assessment Areas

The District has created three (3) separate Assessment Areas to carry out its financing program. Additional Areas may be created over time.

The District previously adopted its Supplemental Special Assessment Methodology Report for the Series 2022 Capital Improvement Revenue Bonds Assessment Area 3 Phase 3 (Unit 12) and Phase 4 (Unit 13, Assessment Area 2 Phase 3C (EP3) dated September 9, 2022 (the "Master Series 2022 Report"). The Master Series 2022 Report allocated the maximum level of assessments to Assessment Area 2, Phase 3C ("AA2–3C"), Assessment Area 3, Phase 3 ("AA3-3"), and Assessment Area 3, Phase 4 ("AA3-4"). This report supplements the Master Series 2022 Report for the purpose of allocating the assessments for AA3-3 and AA23-3C that will secure the \$9,330,000 Capital Improvement Revenue Bonds, Series 2022 (the "Series 2022 Bonds").
It is anticipated that the District will issue a separate series of bonds in the future, which bonds will be secured by assessments allocated to AA3-4. The District will approve another supplement to the Master Series 2022 Report at the time the future series of bonds are issued.

Assessment Area 1, consists of approximately 153 acres and has been developed into 152 residential lots, all of which have been platted.

Assessment Area 2 consists of approximately 543 acres and is planned for 1,281 residential lots. Assessment Area 2 is being developed in 3 Phases: 305 lots have platted in Phase 1, 398 lots in have platted in Phase 2 and 396 lots have platted in Phase 3 with 182 additional lots in Phase 3 planned for the Series 2022 Bonds

Assessment Area 3 (also referred to as the 2007 Assessment Area) consists of approximately 550 acres. 363 lots have platted in Phase 1; 75 lots have platted in Phase 2. 203 lots are planned for Phase 3, which will secure the Series 2022 Bonds.

#### 1.1.3 The 2007, 2015, 2016, 2017, 2020, 2021 and 2022 Bonds

The District's Board of Supervisors (the "Board") adopted the Improvement Plan for the Purpose of Special Assessment Bonds dated December 1, 2006 (the "CIP"), as supplemented by the District's Supplemental Engineers Report for Series 2007 Capital Improvements dated May 25, 2007, the Supplemental Engineers Report for 2014 Capital Improvements dated November 12, 2014, the Supplemental Engineers Report for the Series 2016 Capital Improvements ("2016 Engineers Report") dated April 12, 2016, the Supplemental Engineers Report for the Series 2017 Capital Improvements dated June 5, 2017, the Supplemental Engineer's Report for the Series 2020 Capital Improvements dated June 2, 2020, the Supplemental Engineer's Report for the Series 2021 Capital Improvements dated January 19, 2021, the Supplemental Engineers Report for the Series 2021 AA2-3B & AA3-2 Capital Improvements dated September 10, 2021, and the Supplemental Engineers Report for the Series 2022 AA2-3C & AA3-3 dated October 5, 2022 (collectively, the Engineer's Report"), which describe the public infrastructure improvements financed in part by the

District's issuance of Bonds secured by special assessments levied on the lands within the District (the "CIP").

The District has previously issued its Capital Improvement Revenue Bonds, Series 2007 (the "2007 Bonds"), its Capital Improvement Revenue Bonds, Series 2015 Refunding Bonds (the 2015 Bonds), its Capital Improvement Revenue Bonds, Series 2016A (the "2016A Bonds"), its Capital Improvement Revenue Bonds Series 2017A (Assessment Area 2, Phase 2) (the "2017A Bonds"), its Capital Improvement Revenue Bonds, Series 2017B (Assessment area 2, Phase 2)(the "2017B Bonds"), its Capital Improvement and Refunding Bonds Series 2020 (Assessment Area 2, Phase 3A) (the "2020 Bonds"), its Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 1) (the "2021 AA3-1 Bonds"), and its Capital Improvement Revenue Bonds Series 2021 (Assessment Area 3 (phase 2) and Assessment Area 2 (Phase 3B) (the "2021 AA3-2, AA2-3B Bonds") to finance portions of the CIP.

This Report addresses the assessments securing the Series 2022 Bonds, secured by AA2–3C and AA3-3. The Six Mile Creek Community Development District Supplemental Engineers Report for Series 2022 AA2-3C, AA3-3 & AA3-4 Capital Improvements dated October 5, 2022, 2022 ("2022 Project Engineer's Report") describes the project, which will be partially funded by the Series 2022 Bonds. It is anticipated that the proceeds of the Series 2022 Bonds will be deposited into two separate construction funds, one fund for each assessment area securing the Series 2022 Bonds. The assessment area securing the Series 2022 Bonds are Assessment Area 3, Phase 3, which includes 203 lots (the "AA3-3 Assessments"), and Assessment Area 2, Phase 3C, which includes 182 lots (the "AA2-3C Assessments").

A detailed estimated Sources and Uses of funds for the Series 2022 Bonds, broken out for each assessment area is contained in is contained in **Table 3**.

#### 1.2 Special Benefits and General Benefits

Improvements undertaken by the District as described in the CIP create special and peculiar benefits, different in kind and

degree than general benefits, for properties within its borders as well as general benefits to the public at large.

As contained in the Master Assessment Report the benefit from the CIP was based upon \$131,449,000 of construction costs for the system of improvements. The 2014 Engineer's Report estimates construction costs of \$156,326,750 for the CIP, in part because it describes additional improvements. Because the CIP is a system of improvements, the additional improvements increase the overall benefit to all developable lands within the District. Notwithstanding the additional improvements described in various Supplemental Engineer's Reports, the benefit findings and methodology contained in the Master Methodology Report still apply and are incorporated herein by reference.

Benefit per assessment area and product type is outlined in **Table 4**.

#### 1.3 Requirements of a Valid Assessment Methodology

Special assessments under Florida law, to be valid, must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

#### 2.0 The Series 2022 Bonds

#### 2.1 Development Plan - Overview

The Developer of the property within the District has defined the land uses for the property. The land uses are described in in Table 1 (Appendix) ("Development Plan") associated with the AA3 -3 Assessments, AA2-3C Assessments. The Development Plan may change dependent upon future market conditions.

#### 2.2 Bond Description

The Series 2022 Bonds are planned to be issued with a thirtyyear term and an anticipated average coupon rate of 6.5%. Interest is capitalized for 12 months and the Debt Service Reserve Fund ("DSRF") is equal to the annual Maximum Annual Debt Service ("MADS") of \$714,483.

The Series 2022 Bonds are planned to be issued at a par amount of \$9,330,000. See estimated bond terms on **Table 3**.

#### 3.0 Assessment Allocation

#### 3.1 Structure

The debt required to finance the CIP is allocated to the benefited lands within the District consistent with the Master Assessment Report. As noted above, the 2014 Engineer's Report estimates construction costs of \$156,326,750 for the CIP increasing the overall benefit to all developable lands within the District. The Series 2022 Bonds fund a portion of the improvements described in the Series 2022 project Engineer's "Series 2022 Project"), which describes Report (the improvements for each of the assessment areas securing the Series 2022 Bonds. Specifically, the Series 2022 Project consists of the improvements AA3-3 which are estimated at \$13,479,650 and AA2-3C which are estimated at \$13,642,000. The Series 2022 Bonds will provide for construction funds in the \$3,285,185 approximate amount of and \$3,471,958 respectively. The remaining portion of the proceeds from the Series 2022 Bonds will be used to redeem a portion, approximately \$905,000, of the Series 2016B Bonds which are currently outstanding.

A component of the improvements for Assessment Area 2, Phase 3, which includes Assessment Area 2, Phase 3C, is a new amenity center (the "Phase 3 Amenity"). It is planned that the Phase 3 Amenity will be utilized and funded by on the landowners in Assessment Area 2, Phase 3, but future development in Assessment Area 2, Phase 3 may change the utilization and funding depending upon the type of development. Individuals who live within the District but outside of Assessment Area 2, Phase 3 will be required to pay an annual user fee in order to use the Phase 3 Amenity. At this time, the Phase 3 Amenity is planned to be funded solely by debt and O&M Assessments levied on the development units in Assessment Area 2, Phases 3A, 3B, and 3C.

#### 3.2 Assessment Allocation

Based upon the CIP, the District's assessment consultant and underwriter determined the amount of Bonds required to fund the infrastructure costs.

The CIP consists of roadway improvements, potable water, wastewater, landscaping, monumentation, signage and community recreation improvements that benefit all lands within the District. The CIP consists of a system of improvements that benefits all developable property equally. The 2007 Bonds were issued to finance a portion of the acquisition and construction of the 2007 Improvement Plan, which comprises a portion of the CIP. The Series 2022 Bonds are being issued to fund a portion of the CIP.

As noted above, the Assessment Area 2, Phase 3 improvements include the Phase 3 Amenity, which as currently planned benefits only the property within Assessment Area 2, Phases 3A, 3B, and 3C. With the exception of the phase 3 Amenity, the CIP consists of a system of improvements that benefits all developable property equally. Given the construction cost oof the Assessment Area 2, Phase 3 Improvements, even though the Phase 3 Amenity Is not part of the system of improvements, the assessments within Assessment Area 2, Phase 3, including the assessments within AA2-3C, meet the requirements set forth in Sections 1.2 and 1.3 of this Report.

The AA3-3 Assessments will be levied on 107.18 gross acres in Assessment Area 3, Phase 3 and the AA2-3C Assessments will be levied on the 51.28 gross acres in Assessment Area 2, Phase 3C.

As land is developed and platted, the AA3-3 and AA2-3C Assessments will be allocated on a first platted basis to developed and platted lots with an identifiable folio number. The Series 2022 Bonds are expected to be allocated to and fully absorbed by the 203 planned lots for Assessment Area 3, Phase 3 and the 182 planned lots for Assessment Area 2, Phase 3C.

#### 4.0 True – Up Mechanism

In order to assure that the District's debt will not build up on unsold acres, and to assure that the requirements that the nonad valorem assessments will be constitutionally lienable on the property will continue to be met, the District shall determine the following.

To assure that there will always be sufficient development potential in the undeveloped property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The test is that the par debt per acre remaining on the undeveloped property within Assessment Area 3 Phase 3 and Assessment Area 2 Phase 3C is never allowed to increase above its maximum per acre level.

The AA3-3 and AA2-3C Assessments securing a portion of the Series 2022 Bonds are anticipated to be in the principal amount of \$9,330,000. AA3-3 and AA2-3C, planned for 385 units total as contained on Table 1, are 158.46 acres. The maximum debt per acre is \$58,879.21. Therefore, at the time of platting, if only a portion of the parcel is platted, then the remaining undeveloped property within the parcel cannot exceed a per acre debt of \$58,879.21. If the remaining undeveloped property has debt in excess of \$58,879.21 per acre, a true-up payment will be due upon platting or site plan approval. If the entire parcel is platted and the assignment of debt to the platted lots is not sufficient to absorb the total debt a true-up payment will be due upon platting or site plan approval.

#### 5.0 Final Assessment Rolls

Final assessment rolls reflecting the allocation of special assessments securing repayment of the Series 2022 Bonds are attached hereto as the lands to be developed into 203 and 182 lots respectively. **Table 5** provides for the Par Debt and Debt Service Assessments AA3-3 and AA2-3C.

#### 6.0 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For further information about the Bonds, please refer to the Master Trust Indenture and or the Supplemental Trust Indentures.

#### TABLE 1 Six Mile Creek Community Development District Development Program Series 2022 AA3-3, AA2-3C

| LAND USE | ERU | AA3-3<br>UNITS | AA3-3<br>TOTAL ERUS |
|----------|-----|----------------|---------------------|
| 43' LOT  | 0.8 | 119            | 95.2                |
| 53' LOT  | 1   | 64             | 64                  |
| 63' LOT  | 1.2 | 20             | 24                  |

203

183.2

TOTAL

|                    | 1   | 1               |                      |
|--------------------|-----|-----------------|----------------------|
| LAND USE           | ERU | AA2-3C<br>UNITS | AA2-3C<br>TOTAL ERUS |
| 43' LOT            | 0.8 | 71              | 56.8                 |
| 53' LOT            | 1   | 78              | 78                   |
| 63' LOT            | 1.2 | 33              | 39.6                 |
| TOTAL              |     | 182             | 174.4                |
| <b>GRAND TOTAL</b> |     | 385             | 357.60               |

#### TABLE 2

#### Six Mile Creek CDD

Infrastructure Cost Estimates AA2-3C, AA3-3

| Neighborhood Infrastructure Improvements | Total Cost |
|--|------------|
| AA2-3C                                   | Estimates  |
| Master Infrastructure                    |            |
| Traffic Signal                           | 375,000    |
| Common Area Landscaape/Hardscape         | 485,000    |
| Amenity Center Expansion                 | 625,000    |
| Neighborhood Infrastructure              |            |
| Sewer Systems                            | 2,240,000  |
| Stormwater Management                    | 1,585,500  |
| Neighborhood Roadways                    | 6,135,250  |
| Street Lighting                          | 195,500    |
| Water Distribution System                | 1,550,750  |
| Common Area Landscaape/Hardscape         | 450,000    |

13,642,000

| Neighborhood Infrastructure Improvements | Total Cost |
|--|------------|
| AA3-3                                    | Estimates  |
| Master Infrastructure                    |            |
| Traffic Signal                           | 375,000    |
| Common Area Landscaape/Hardscape         | 325,000    |
| Amenity Center Expansion                 | 600,000    |
| Neighborhood Infrastructure              |            |
| Sewer Systems                            | 2,025,850  |
| Stormwater Management                    | 1,660,850  |
| Neighborhood Roadways                    | 6,410,850  |
| Street Lighting                          | 205,750    |
| Water Distribution System                | 1,626,350  |
| Common Area Landscaape/Hardscape         | 250,000    |
| Total Costs (approx.)                    | 13,479,650 |

Information provided by England, Thims & Miller, , Inc. Supplemental Engineer's Report Dated October 5, 2022

Total Costs (approx.)

# TABLE 3Six Mile Creek Community Development DistrictSources and Uses Series 2022

AA3-3, AA2-3C

| Sources:  | SERIES 2022  |
|---|--|
| Bond Proceeds - Par Amount  | 9,330,000  |
| Total Sources of Funds  | 9,330,000  |
| <u>Uses:</u>  |  |
| Construction Funds AA3-3<br>Construction Funds AA2-3C<br>Debt Service Reserve Fund MADS<br>Interest Reserve<br>Cost of Issuance<br>Underwriter's Discount<br>Redemption of Series 2016B Bonds | 3,285,185<br>3,471,958<br>714,483<br>606,450<br>386,600<br>865,323 |
| Total Uses of Funds   | 9,330,000  |

| Principal Amortization Installments | 30        |
|-------------------------------------|-----------|
| Average Coupon                      | 6.50%     |
| Par Amount                          | 9,330,000 |
| Maximum Annual Debt Service         | 714,483   |
| Capitalized Interest Through        | 11/01/23  |
| Maturity                            | 5/1/2053  |

#### Notes:

DSRF based on 100% of maximum annual debt service (MADS). Provided by FMSbonds, Inc.

#### TABLE 4 Six Mile Creek CDD Benefit

| AA3-3            |                               |                     |                |  |                     |  |  |
|------------------|-------------------------------|---------------------|----------------|--|---------------------|--|--|
| Development Type | Number of<br>Planned<br>Units | ERU Per<br>Unit (1) | Total<br>ERU's | Improvement<br>Costs Per<br>Product Type | Benefit<br>Per Unit | Allocation of<br>Series 2022<br>Par Debt | Series<br>2022 Par<br>Debt per<br>Unit |
| 43' LOT          | 119                           | 0.80                | 95.2           | 7,004,709                                | 58,863              | 2,031,011                                | 17,067                                 |
| 53' LOT          | 64                            | 1.00                | 64             | 4,709,048                                | 73,579              | 1,441,647                                | 22,526                                 |
| 63' LOT          | 20                            | 1.20                | 24             | 1,765,893                                | 88,295              | 548,453                                  | 27,423                                 |
| TOTAL            | 203                           |                     | 183.2          | 13,479,650                               |                     | 4,021,110                                |  |

#### AA2-3C

| Development Type | Number of<br>Planned<br>Units | ERU Per<br>Unit (1) | Total<br>ERU's | Improvement<br>Costs Per<br>Product Type | Benefit<br>Per Unit | Allocation of<br>Series 2022<br>Par Debt | Series<br>2022 Par<br>Debt per<br>Unit |
|------------------|-------------------------------|---------------------|----------------|--|---------------------|--|--|
| 43' LOT          | 71                            | 0.80                | 56.8           | 4,443,037                                | 62,578              | 1,917,338                                | 27,005                                 |
| 53' LOT          | 78                            | 1.00                | 78             | 6,101,353                                | 78,222              | 2,297,859                                | 29,460                                 |
| 63' LOT          | 33                            | 1.20                | 39.6           | 3,097,610                                | 93,867              | 1,093,693                                | 33,142                                 |
| TOTAL            | 182                           |                     | 174.4          | 13,642,000                               |                     | 5,308,890                                | :                                      |

(1) Based on the Supplemental Master Assessment Methodology Report dated September 21, 2022

# TABLE 5Six Mile Creek Community Development DistrictPar Debt and Debt Service Allocations Series 2022AA3-3, AA2-3C

| AA3-3 LAND USE | AA3-3 #<br>UNITS | PAR DEBT<br>PER UNIT<br>SERIES 2022<br>AA3-3 | TOTAL SERIES<br>2022 AA3-3<br>PAR DEBT | SERIES 2022<br>AA3-3 NET<br>ANNUAL PER<br>UNIT | TOTAL SERIES<br>2022 AA3-3<br>MAX ANNUAL | SERIES 2022 AA3-<br>3 ANNUAL PER<br>UNIT GROSS<br>TAX BILL |
|----------------|------------------|--|--|--|--|--|
| 43' LOT        | 119              | 17,067                                       | 2,031,011                              | 1,307  | 155,533                                  | 1,390  |
| 53' LOT        | 64               | 22,526                                       | 1,441,647                              | 1,725  | 110,400                                  | 1,835  |
| 63' LOT        | 20               | 27,423                                       | 548,453                                | 2,100  | 42,000                                   | 2,234  |
| TOTAL          | 203              | -  | 4,021,110                              |  | 307,933                                  |  |

| AA2-3C LAND USE | AA2-3C #<br>UNITS | PAR DEBT<br>PER UNIT<br>SERIES 2022<br>AA2-3C | TOTAL SERIES<br>2022 AA2-3C<br>PAR DEBT | SERIES 2022<br>AA2-3C NET<br>ANNUAL PER<br>UNIT | TOTAL SERIES<br>2022 AA2-3C<br>MAX ANNUAL | SERIES 2022 AA2-<br>3C ANNUAL PER<br>UNIT GROSS<br>TAX BILL |
|-----------------|-------------------|---|---|---|---|---|
| 43' LOT         | 71                | 27,005  | 1,917,338                               | 2,068   | 146,828                                   | 2,200.00  |
| 53' LOT         | 78                | 29,460  | 2,297,859                               | 2,256   | 175,968                                   | 2,400.00  |
| 63' LOT         | 33                | 33,142  | 1,093,693                               | 2,538   | 83,754                                    | 2,700.00  |
| TOTAL           | 182               | -   | 5,308,890                               |   | 406,550                                   |   |
| GRAND TOTAL     | 385               | -   | 9,330,000                               |   | 714,483                                   |   |

### TABLE 6 Six Mile Creek Community Development District Assessment Roll Series 2022

AA3-3, AA2-3C

|           |       | ASESSMENT |       |          | MAX    |
|-----------|-------|-----------|-------|----------|--------|
| PARCEL ID | OWNER | AREAS     | ACRES | PAR DEBT | ANNUAL |
|           |       |           |       |          |        |

029010-0000 SIX MILE CREEK INVESTMENT GROUP LLC AA3-3, AA2-3C 158.46 9,330,000 714,483

#### TRAILMARK ASSESSMENT AREA 2, PHASE 3C

A PORTION OF THE ANTONIO HUERTAS GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF THE PLAT OF TRAILMARK EAST PARCEL-PHASE 1, AS RECORDED IN MAP BOOK 104, PAGES 1 THROUGH 16, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE WESTERLY, SOUTHERLY AND NORTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID TRAILMARK EAST PARCEL-PHASE 1, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: NORTH 77°03'36" WEST, 142.04 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 10.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°15'26" WEST, 10.86 FEET; COURSE NO. 3: NORTH 81°21'34" WEST, 50.00 FEET; COURSE NO. 4: NORTH 77°03'36" WEST, 147.82 FEET; COURSE NO. 5: NORTH 33°18'32" WEST, 44.49 FEET; COURSE NO. 6: NORTH 77°36'55" WEST, 72.57 FEET; COURSE NO. 7: SOUTH 88°53'49" WEST, 260.33 FEET; THENCE SOUTH 16°53'10" WEST, 285.18 FEET; THENCE SOUTH 48°01'13" WEST, 578.97 FEET; THENCE SOUTH 11°23'04" WEST, 377.90 FEET; THENCE SOUTH 82°57'21" EAST, 37.41 FEET; THENCE SOUTH 07°02'39" WEST, 141.72 FEET; THENCE SOUTH 12°01'58" WEST, 50.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 295.32 FEET, AN ARC DISTANCE OF 46.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°30'29" WEST, 46.71 FEET; THENCE SOUTH 02°57'04" WEST, 142.74 FEET; THENCE SOUTH 17°22'21" WEST, 278.60 FEET; THENCE SOUTH 12°57'52" WEST, 164.97 FEET; THENCE NORTH 77°01'54" WEST, 17.28 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.44 FEET, AN ARC DISTANCE OF 37.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°48'51" WEST, 37.48 FEET; THENCE SOUTH 03°50'10" WEST, 50.00 FEET; THENCE SOUTH 02°54'46" WEST, 182.03 FEET; THENCE SOUTH 18°56'20" WEST, 316.39 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 41; THENCE SOUTH 71°03'40" EAST, ALONG LAST SAID LINE, 673.82 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1566 , PAGE 150 OF SAID PUBLIC RECORDS; THENCE NORTH 02°05'25" WEST, ALONG LAST SAID LINE, 759.38 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE NORTH 87°54'35" EAST, ALONG LAST SAID LINE, 944.62 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICAL RECORDS BOOK 1335, PAGE 322 OF SAID PUBLIC RECORDS; THENCE NORTHERLY, ALONG LAST SAID LINE, RUN THE

FOLLOWING THREE (3) COURSES AND DISTANCES: <u>COURSE NO. 1</u>: NORTH 02°05'24" WEST, 869.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; <u>COURSE NO. 2</u>: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2392.01 FEET, AN ARC DISTANCE OF 604.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°08'50" EAST, 602.69 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; <u>COURSE NO. 3</u>: NORTH 12°23'05" EAST, 160.63 FEET, TO THE <u>POINT OF</u> BEGINNING.

CONTAINING 51.28 ACRES, MORE OR LESS.

#### ASSESSMENT AREA 3 PHASE 3

A PORTION OF THE JOSE PAPY GRANT, SECTION 38, ALL IN TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 5 WITH THE WESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD (COUNTY ROAD NO. 13A, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 71°03'40" WEST, ALONG SAID NORTHERLY LINE OF SECTION 5, A DISTANCE OF 4096.34 FEET, TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 60°13'49" WEST, CONTINUING ALONG SAID NORTHERLY LINE, 316.82 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3781, PAGE 1556 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 01°22'25" EAST, ALONG LAST SAID LINE, 2320.58 FEET, TO THE SOUTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 88°48'01" WEST, ALONG LAST SAID LINE, 1104.33 FEET, TO THE EASTERLY LINE OF SAID SECTION 38 AND THE POINT OF BEGINNING; THENCE SOUTH 03°20'35" EAST, ALONG LAST SAID LINE, 2086.25 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2450, PAGE 97 OF SAID PUBLIC RECORDS; THENCE WESTERLY AND NORTHWESTERLY, ALONG THE SOUTHERLY AND SOUTHWESTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 86°59'59" WEST, 863.15 FEET; COURSE NO. 2: NORTH 46°05'12" WEST, 1430.00 FEET; COURSE NO. 3: NORTH 45°06'48" WEST, 648.86 FEET; THENCE NORTH 24°27'36" EAST, 789.00 FEET; THENCE SOUTH 65°06'32" EAST, 16.92 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 81.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°45'21" EAST, 75.03 FEET; THENCE SOUTH 54°03'57" EAST, 96.48 FEET; THENCE NORTH 40°05'02" EAST, 756.65 FEET; THENCE NORTH 44°31'10" EAST, 80.00 FEET; THENCE NORTH 38°45'17" EAST, 77.60 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 13.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°46'12" EAST, 13.79 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 192.00 FEET, AN ARC DISTANCE OF 39.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°05'41" EAST, 39.62 FEET; THENCE SOUTH 45°28'50" EAST, 79.14 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1170.00 FEET, AN ARC DISTANCE OF 232.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°46'39" EAST, 232.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°04'29" EAST, 79.49 FEET; THENCE NORTH 55°55'31" EAST, 73.31 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 26.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°54'44" EAST, 26.02 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 192.00 FEET, AN ARC DISTANCE OF 61.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°22'04" EAST, 61.68 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 50.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°42'12" EAST, 50.34 FEET, TO THE

POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°16'54" EAST, 335.33 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 117.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°55'31" EAST, 110.80 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET, AN ARC DISTANCE OF 87.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°37'21" EAST, 87.29 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1215.00 FEET, AN ARC DISTANCE OF 147.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°17'29" EAST. 147.40 FEET. TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 53.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°10'17" EAST, 51.85 FEET; THENCE NORTH 71°50'36" EAST, 138.02 FEET; THENCE SOUTH 18°09'24" EAST, 203.99 FEET; THENCE SOUTH 71°50'36" WEST, 6.67 FEET; THENCE SOUTH 18°09'24" EAST, 135.05 FEET; THENCE SOUTH 73°49'11" WEST, 13.85 FEET; THENCE SOUTH 76°14'40" WEST, 53.95 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 4.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°51'39" WEST, 4.89 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°28'38" WEST, 38.60 FEET, TO THE AFORESAID EASTERLY LINE OF SECTION 38; THENCE SOUTH 03°24'48" EAST, ALONG LAST SAID LANDS, 361.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 107.18 ACRES, MORE OR LESS.

NINTH ORDER OF BUSINESS

*B*.

#### Six Mile Creek Community Development District

#### October 19, 2022

- Consideration of Requisitions 161 162
   2020 Assessment Area 2, Phase 3A (East Parcel Phase 1)
- Ratification of Requisition 155
   2021 Capital Improvement Review Bonds, Assessment Area 3, Phase 1 (Phases 9 & 11)
- Consideration of Requisitions 156 162
   2021 Capital Improvement Review Bonds, Assessment Area 3, Phase 1 (Phases 9 & 11)
- Consideration of Requisition 31 34
   2021 Capital Improvement Revenue Bonds, Assessment Area 3, Phase 2 (Phase 10)
- Ratification of Requisition No. 75
   2021 Capital Improvement and Refunding Revenue Bonds (AA2, Phase 3B) (East Parcel Phase 2)
- Consideration of Requisitions 76 82
   2021 Capital Improvement and Refunding Revenue Bonds (AA2, Phase 3B) (East Parcel Phase 2)
- 7. Revised Change Orders #3 & #4 for ratification
- 8. Change Order #5 for consideration
- 9. Ratification of Work Authorization No. 60 Amendment No. 2
- 10. Work Authorization No. 70 for consideration

Scott A. Wild District Engineer England-Thims & Miller, Inc.

| 2021 Capital Improve | ment and F | Re |
|----------------------|------------|----|
|                      |            |    |

|                                      |                                      | SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT   |  |
|--------------------------------------|--------------------------------------|---|--|
|                                      |                                      | REQUISITION SUMMARY   |  |
|                                      | 2021 Capital Improvement and Refundi | 2017 NW Parcel (Phase 6) Bonds<br>2020 AA2 Phase 3A (East Parcel Phase 1) (Developer Funded)<br>2021 Capital Improvement Revenue Bonds (AA3 Phase 1) (Phases 9 & 11) BOND SERIES<br>2021 Capital Improvement and Refunding Revenue Bonds (AA 3, Phase 2) (Phase 10) BOND SERIES<br>ng Revenue Bonds (Assessment Area 2, Phase 3B) (East Parcel Phase 2) BOND SERIES |  |
|                                      |                                      | 19-Oct-22   |  |
| Date of                              |                                      |   |  |
| <u>Requisition</u>                   |                                      | <u>Reference</u>  | INVOICE AMOUNT                         |
| 10/10/2022                           |                                      | ea 2, Phase 3A (East Parcel Phase 1) BOND SERIES TO BE APPROVED (Developer Funded)  | ¢ 2427.50                              |
| 10/19/2022<br>10/19/2022             |                                      | Trailmark East Parcel Phase 1 Amenity Center Limted Contract Administration (WA#62) Invoice 204589 (Aug 2022)<br>Trailmark East Parcel Phase 1 Amenity Center Limted Contract Administration (WA#62) Invoice 205179 (Sept 2022)   | \$ 3,137.50<br>\$ 852.80               |
|                                      |                                      | 2020 Assessment Area 2, Phase 3A (East Parcel Phase 1) BOND SERIES TO BE APPROVED (Developer Funded)  | \$ 3,990.30                            |
|                                      |                                      |   |  |
| <u>Date of</u><br><u>Requisition</u> | Payee                                | Reference   | INVOICE AMOUNT                         |
|                                      |                                      | venue Bonds (AA3 Phase 1) (Phases 9 & 11) BOND SERIES TO BE RATIFIED (DEVELOPER FUNDED)   |  |
| 10/11/2022                           |                                      | Trailmark Phase 9 (9A, 9B, 9C)- Application for Payment No. 19 (Aug 2022)   | \$ 77,456.60                           |
|                                      |                                      | 2021 Capital Improvement Revenue Bonds (AA3 Phase 1) (Phases 9 & 11) BOND SERIES TO BE RATIFIED   | \$ 77,456.60                           |
| Date of<br>Poquisition               | Bayaa                                | Deference   |  |
| Requisition                          |                                      | Reference   | INVOICE AMOUNT                         |
| 10/19/2022                           |                                      | enue Bonds (AA3 Phase 1) (Phases 9 & 11) BOND SERIES TO BE APPROVED (DEVELOPER FUNDED) Phases 9A, 9B and 9C CEI Services - WA#53 - Invoice 204584 (Aug 2022)  | \$ 3,418.83                            |
| 10/19/2022                           |                                      | Phases 9A, 9B and 9C CEI Services - WA#53 - Invoice 205174 (Sept 2022)  | \$ 6,880.90                            |
| 10/19/2022                           |                                      | Trailmark Phase 11 CEI (WA#63) Invoice 204588 (Aug 2022)  | \$ 8,199.57                            |
| 10/19/2022                           |                                      | Trailmark Phase 11 CEI (WA#63) Invoice 205177 (Sept 2022)   | \$ 12,930.84<br>\$ 000.00              |
| 10/19/2022<br>10/19/2022             |                                      | Trailmark Phase 9 CLOMR-F - Invoice 21018-4 (Sept 2022)<br>Trailmark Phase 9 (9A, 9B, 9C)- Application for Payment No. 20 (Sept 2022)   | \$ 900.00<br>\$ 123,851.63             |
| 10/19/2022                           |                                      | Contractor Application for Payment #10 - Trailmark Ph 11A & 11B site work & utilities (Sept 2022)   | \$ 790,501.91                          |
|                                      |                                      | 2021 Capital Improvement Revenue Bonds (AA3 Phase 1) (Phases 9 & 11) BOND SERIES TO BE APPROVED   | \$ 946,683.68                          |
| Data of                              |                                      |   |  |
| <u>Date of</u><br><u>Requisition</u> | Payee                                | Reference   | INVOICE AMOUNT                         |
|                                      |                                      | Refunding Revenue Bonds (Assessment Area 3, Phase 2) (Phase 10) BOND SERIES TO BE APPROVED  |  |
| 10/19/2022                           |                                      | RFP for Trailmark Phase 10 CEI Services (WA#66) Invoice 203180 (May 2022)   | \$ 3,628.00                            |
| 10/19/2022                           |                                      | RFP for Trailmark Phase 10 CEI Services (WA#66) Invoice 203513 (July 2022)  | \$ 6,012.50                            |
| 10/19/2022                           |                                      | RFP for Trailmark Phase 10 CEI Services (WA#66) Invoice 205180 (Sept 2022)  | \$ 11,078.50<br>\$ 100,688,62          |
| 10/19/2022                           | 34 Besch & Smith                     | Trailmark Phase 10 - Application for Payment No. 5 (Sept 2022)  | <pre>\$ 190,688.62</pre> \$ 211,407.62 |
|                                      |                                      | 2021 Capital Improvement and Refunding Revenue Bonds (AA 3, Phase 2) (Phase 10) BOND SERIES TO BE APPROVED  | φ 211,407.02                           |
| Date of                              |                                      |   |  |
| <b>Requisition</b>                   | <u>Payee</u>                         | <u>Reference</u>  | INVOICE AMOUNT                         |
| -                                    |                                      | Assessment Area 2, Phase 3B) (East Parcel Phase 2) BOND SERIES TO BE RATIFIED (DEVELOPER FUNDED)  | •                                      |
| 10/5/2022                            |                                      | Trailmark Amenity Expansion - Invoice 8940 (May 2022)   | \$ 3,380.00                            |
| Date of                              | 2021 Capital Im                      | provement and Refunding Revenue Bonds (Assessment Area 2, Phase 3B) (East Parcel Phase 2) BOND SERIES TO BE RATIFIED  | \$ 3,380.00                            |
| Requisition                          | Payee                                | Reference   | INVOICE AMOUNT                         |
|                                      |                                      | Assessment Area 2, Phase 3B) (East Parcel Phase 2) BOND SERIES TO BE APPROVED (DEVELOPER FUNDED)  |  |
| 10/19/2022                           |                                      | Master Site Planning (WA#51) Invoice 204889 (Sept 2022)   | \$ 921.25                              |
| 10/19/2022                           | 77 ETM                               | Trailmark Amenity Center Phase 2-Construction Documents (WA#55) Invoice 204585 (Aug 2022)   | \$ 17,559.50                           |
| 10/19/2022                           |                                      | Trailmark Amenity Center Phase 2-Construction Documents (WA#55) Invoice 205175 (Sept 2022)<br>Trailmark East Parcel Phase 2 CEL (WA#61) Invoice 205178 (Sept 2022)  | \$ 11,806.76<br>\$ 14,674,49           |
| 10/19/2022<br>10/19/2022             |                                      | Trailmark East Parcel Phase 2 CEI (WA#61) Invoice 205178 (Sept 2022)<br>Reverie@Trailmark - Invoice 9112 (Sept 2022)  | \$14,674.49\$3,925.15                  |
| 10/19/2022                           | <b>S</b>                             | Trailmark East Parcel Phase 2 - Application for Payment No.10 (Sept 2022)   | \$ 467,055.85                          |
| 10/19/2022                           | 82 Carlton Construction, Inc.        | Reverie Amenity - Contractor Application for Payment No. 11 (Sept 2022)   | \$ 749,993.21                          |
|                                      | 2021 Capital Improv                  | vement and Refunding Revenue Bonds (A/C 226000005) (Assessment Area 2, Phase 3B) (East Parcel Phase 2) BOND SERIES TO BE APPROVED   | \$ 1,265,936.21                        |
|                                      |                                      | TOTAL REQUISITONS TO BE APPROVED OCTOBER 19, 2022   | \$ 2,508,854.41                        |
|                                      |                                      |   | Ψ <u><u></u>2,000,007.41</u>           |

#### DATE OF ISSUANCE: October 6, 2022

| EFFECTIVE DATE: 0 | October 6. | 2022 |
|-------------------|------------|------|
|-------------------|------------|------|

OWNER: <u>Six Mile Creek Community Development District</u> CONTRACTOR: <u>Besch & Smith Civil Group, Inc.</u> Contract: <u>East Parcel Phase 2</u>

Project: <u>East Parcel Phase 2</u> ENGINEER's Contract No. <u>21-308</u> ENGINEER: <u>England – Thims and Miller, Inc.</u> OWNER's Contract No. <u>N.A.</u>

You are directed to make the following changes in the Contract Documents:

Description: \_\_\_\_\_ Additional import of fill

Reason for Change: \_\_\_\_\_ Additional fill to construct roadways and lots to proposed grades

Attachments: (List documents supporting change) Besch & Smith Change Order #4

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

| CHANGE IN CONTRACT PRICE:   | CHANGE IN CONTRACT TIMES:  |
|---|--|
| Original Contract Price <u>\$ 8,477,566.20</u>  | Original Contract Times:<br>Substantial Completion: <u>445</u><br>Ready for final payment: <u>475</u><br>(days)  |
| Net Increase/ <del>Decrease</del> from previous Change Orders<br>No. <u>0</u> to No. <u>2</u><br><u>\$ 741,429.25</u> | Net change from previous Change Orders No. <u>-0-</u> to No. <u>-2-</u> .<br>Substantial Completion: <u>60</u> .<br>Ready for final payment: <u>60</u> .<br>(days) |
| Contract Price prior to this Change Order:<br><u>\$ 9,218,995,45</u>  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>505</u><br>Ready for final payment: <u>535</u><br>(days)                                  |
| Net Increase/ <del>Decrease</del> of this Change Order:<br><u>\$ 668,912.64</u>                                       | Net Increase this Change Order:<br>Substantial Completion: <u>30</u> .<br>Ready for final payment: <u>30</u> .<br>(days)   |
| Contract Price with all approved Change Orders:<br><u>\$ 9,887,908.09</u>   | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>535</u><br>Ready for final payment: <u>565</u><br>(days)                             |

| RECOMMENDED:<br>By:<br>ENGINEER (Authorized Signature)  | APPROVED:<br>By:<br>OWNER (Authorized Signatu | By: ACCEPTED: Best<br>re) CONTRACTOR (Authorized Signature) |
|---|---|---|
| Date: <u>10/6/2022</u><br>EJCDC 1910-8-B (1996 Edition) | Date: Oct 11, 2022                            | Date: 10-10-22  |

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

| Description | <u>Otv</u> | Unit | Unit Price | Total        |
|-------------|------------|------|------------|--------------|
| CO # 4      | 1408       | LD   | \$475.08   | \$668,912.64 |

### Total for Change Order #4 \$668,912.64

Accepted By:

Owner/Representative Signature Date

Print Name

Title

Contractor/Representative Signature Date

Dean BlackPMPrint NameTitle

No. 4 (Revised)

#### DATE OF ISSUANCE: October 6, 2022

EFFECTIVE DATE: October 6, 2022

OWNER: <u>Six Mile Creek Community Development District</u> CONTRACTOR: <u>Besch & Smith Civil Group, Inc.</u> Contract: <u>East Parcel Phase 2</u>

Project: <u>East Parcel Phase 2</u> ENGINEER's Contract No. <u>21-308</u> ENGINEER: <u>England – Thims and Miller, Inc.</u> OWNER's Contract No. N.A.

You are directed to make the following changes in the Contract Documents:

Description: Sleeving credit

Reason for Change: \_\_\_\_ Credit for roadway sleeves not required to be installed

Attachments: (List documents supporting change) Besch & Smith Change Order #5

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

| CHANGE IN CONTRACT PRICE:   | CHANGE IN CONTRACT TIMES:  |
|---|--|
| Original Contract Price <u>\$ 8,477,566.20</u>  | Original Contract Times:<br>Substantial Completion: <u>445</u><br>Ready for final payment: <u>475</u><br>(days)  |
| Net Increase/ <del>Decrease</del> from previous Change Orders<br>No. <u>0</u> to No. <u>3</u><br><u>\$ 1,410,341.89</u> | Net change from previous Change Orders No. <u>-0-</u> to No. <u>-3-</u> .<br>Substantial Completion: <u>90</u> .<br>Ready for final payment: <u>90</u> .<br>(days) |
| Contract Price prior to this Change Order:<br><u>\$ 9.887,908.09</u>  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>535</u><br>Ready for final payment: <u>565</u><br>(days)                                  |
| Net Increase/Decrease of this Change Order:<br><u>\$ (63,896.40)</u>  | Net Increase this Change Order:<br>Substantial Completion: <u>0</u> .<br>Ready for final payment: <u>0</u> .<br>(days)   |
| Contract Price with all approved Change Orders:<br><u>\$.9,824,011.69</u>   | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>535</u><br>Ready for final payment: <u>565</u><br>(days)                             |

| ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature) | RECOMMENIDED<br>By:<br>ENGINGER (Authorized Signature) | By: My APPROVED:<br>OWNER (Authorized Signatu | By: A | TRACTOR (Authorized Signature) |
|--|--|---|-------|--------------------------------|
| Date: <u>10/6/2022</u> Date: <u>Oct 11, 2022</u> Date: <u>10-10-22</u>                         |  | Date:   | Date: | 10-10-22                       |

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

| Description        | <u>Qtv</u> | Unit | Unit Price    | Total         |
|--------------------|------------|------|---------------|---------------|
| 2 Inch Sleeves     | 3000       | LF   | \$12.26       | \$36,780.00   |
| 4 Inch Sleeves     | 1620       | LF   | \$18.76       | \$30,391.20   |
| 6 Inch Sleeves     | 60         | LF   | \$32.29       | \$1,937.40    |
| Irrigation Sleeves | 1          | LS   | -\$133,005.00 | -\$133,005.00 |

Total for Change Order #5 \$(63,896.40)

Accepted By:

Owner/Representative Signature Date

Print Name

Title

Aviole Besch 10-6-22 Contractor/Representative Signature Date Aicole Besch President Print Name Title

## Six Mile Creek CDD - East Parcel Phase 2

**Final Audit Report** 

2022-10-11

| Created:        | 2022-10-11                                   |
|-----------------|--|
| Ву:             | Shelley Blair (blairs@etminc.com)            |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA1Y-mODq-QsL5EZ7Md_igTJKV-dnJiX8i |

## "Six Mile Creek CDD - East Parcel Phase 2" History

- Document created by Shelley Blair (blairs@etminc.com) 2022-10-11 - 8:58:08 PM GMT- IP address: 73.104.179.217
- Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature 2022-10-11 8:59:09 PM GMT
- Email viewed by Carolina Aristimuno (gkern@greenpointellc.com) 2022-10-11 - 9:13:22 PM GMT- IP address: 12.18.33.170
- Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com) Signature Date: 2022-10-11 - 9:14:35 PM GMT - Time Source: server- IP address: 12.18.33.170

Agreement completed. 2022-10-11 - 9:14:35 PM GMT

EFFECTIVE DATE: October 6, 2022

OWNER's Contract No. N.A.

OWNER: <u>Six Mile Creek Community Development District</u> CONTRACTOR: <u>Besch & Smith Civil Group, Inc.</u> Contract: <u>East Parcel Phase 2</u>

Project: <u>East Parcel Phase 2</u> ENGINEER's Contract No. <u>21-308</u> ENGINEER: <u>England – Thims and Miller, Inc.</u>

DATE OF ISSUANCE: October 6, 2022

You are directed to make the following changes in the Contract Documents:

Description: Electrical C onduit Installation

Reason for Change: Install FPI. Conduit per FPL Design Plans

Attachments: (List documents supporting change) Besch & Smith Change Order #7 dated 9/15/22

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

| CHANGE IN CONTRACT PRICE:  | CHANGE IN CONTRACT TIMES:  |
|--|--|
| Original Contract Price<br><u>\$ 8,477,566.20</u>  | Original Contract Times:<br>Substantial Completion: <u>445</u><br>Ready for final payment: <u>475</u><br>(days)  |
| Net Increase/ <del>Decrease</del> from previous Change Orders<br>No. <u>0</u> to No. <u>4</u><br>\$ 1,346,445.49 | Net change from previous Change Orders No. <u>-0-</u> to No. <u>-4-</u> .<br>Substantial Completion: <u>90</u> .<br>Ready for final payment: <u>90</u> .<br>(days) |
| Contract Price prior to this Change Order:<br><u> \$ 9.824,011.69</u>  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>535</u><br>Ready for final payment: <u>565</u><br>(days)                                  |
| Net Increase/ <del>Decrease</del> of this Change Order: <u>     777.25</u>                                       | Net Increase this Change Order:<br>Substantial Completion: <u>0</u> .<br>Ready for final payment: <u>0</u> .<br>(days)   |
| Contract Price with all approved Change Orders:<br><u>§ 9,824,788.94</u>   | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>535</u><br>Ready for final payment: <u>565</u><br>(days)                             |

| RECOMMENDED.                   | APPROVED:                    | A       | ACCEPTED: 0                    |   |
|--------------------------------|------------------------------|---------|--------------------------------|---|
| By: <u>Sett A. Will</u>        | By:                          | By:     | ACCEPTED: Besul                |   |
| ENGINEER (Authorized Signature | ) OWNER (Authorized Signatur | re) CON | TRACTOR (Authorized Signature) |   |
| Date: <u>10/6/2022</u>         | Date:                        | Date:   | 10-10-22                       | 1 |
| EJCDC 1910-8-B (1996 Edition)  |                              |         |                                |   |

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

| Description         | Oty | Unit | Unit Price     | Total         |
|---------------------|-----|------|----------------|---------------|
| INSTALL FPL CONDUIT | 1   | LS   | \$155,900.00   | \$155,900.00  |
| MARK UP 10%         | 1   | LS   | \$15,590.00    | \$15,590,00   |
| BOND 2.5%           | 1   | LS   | \$4,287.25     | \$4,287.25    |
| FPL ALLOWANCE       | 1   | LS   | (\$175,000.00) | (\$175,000.00 |

Total for Change Order #7 \$777.25

Accepted By:

Owner/Representative Signature Date

Contractor/Representative Signature Date <u>Nicole Besch</u> President Print Name

Title

Print Name

Print Name

Title

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT WORK AUTHORIZATION NO. 60 AMENDMENT NO. 2 Phase 13 Construction Documents Revisions

#### Scope of Work

England-Thims & Miller, Inc. (ETM) shall provide general consulting engineering services for the Six Mile Creek Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

#### Task XII - Site Plan Revisions

ETM will modify the existing site plan to incorporate the 60' access easement into the existing site plan, and reconfigure lots and add pond to match original design. ETM will also incorporate any subsequent revisions.

```
FEE.....HOURLY
(NOT TO EXCEED = $4,000.00 WITHOUT FURTHER AUTHORIZATION)
```

#### **Task XIII – Construction Plan Modification**

ETM will modify the construction plans as described above, in accordance with St. Johns County and the St. Johns River Water Management District Regulations.

LUMP SUM FEE......\$26,875.00

#### Task XIV – SJRWMD ERP Drainage Calculations Modifications

ETM will modify the existing drainage calculations to reflect the new stormwater management system design resulting from Task XIII.

```
LUMP SUM FEE......$9,000.00
```

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct cost.

#### **FEE SUMMARY**

|   |                 | HOURLY      | LUMP SUM FEE |
|---|-----------------|-------------|--------------|
| Task XII – Site Plan Revisions                |                 | \$ 4,000.00 |              |
| Task XIII - Construction Plan Modification    |                 |             | \$ 26,875.00 |
| Task XIV – SJRWMD ERP Drainage Calculations M | odifications    |             | \$ 9,000.00  |
| SUBTO   | TAL FEE SUMMARY | \$ 4,000.00 | \$35,875.00  |
| ΤΟΤΑΙ   | FEE SUMMARY     | \$39,       | 875.00       |

#### **ENGLAND-THIMS & MILLER, INC.** HOURLY FEE SCHEDULE – 2022\*

#### POSITION

#### HOURLY RATE

| CEO/CSO<br>President                                    | \$375.00 |
|---|----------|
|   |          |
| Executive Vice President                                | \$320.00 |
| Vice President  | \$257.00 |
| Senior Engineer / Senior Project Manager                |          |
| Project Manager   | \$190.00 |
| Director  | \$175.00 |
| Engineer  | \$165.00 |
| Assistant Project Manager                               | \$155.00 |
| Senior Planner / Planning Manager                       | \$190.00 |
| Planner   | \$155.00 |
| CEI Project Manager                                     |          |
| CEI Senior Inspector                                    | \$155.00 |
| CEI Inspector   | \$125.00 |
| Senior Landscape Architect                              | \$175.00 |
| Landscape Architect                                     | \$160.00 |
| Senior Technician                                       | \$155.00 |
| GIS Developer / Senior Analyst                          |          |
| GIS Analyst   |          |
| Senior Engineering Designer / Senior Landscape Designer |          |
| Engineering Intern                                      | \$140.00 |
| Engineering / Landscape Designer                        | \$140.00 |
| CADD / GIS Technician                                   |          |
| Administrative Support                                  | \$ 90.00 |
|   |          |

\* ETM's standard hourly billing rates are re-evaluated annually prior to the beginning of the calendar year and are subject to an increase not to exceed five percent (5%) per year.

#### Approval

Approved by:

Date: \_\_\_\_\_

Date: 10/10/2022

Six Mile Creek Community Development District

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT WORK AUTHORIZATION NO. 60 AMENDMENT NO. 2 Phase 13 Construction Documents Revisions

#### Scope of Work

England-Thims & Miller, Inc. (ETM) shall provide general consulting engineering services for the Six Mile Creek Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

#### Task XII - Site Plan Revisions

ETM will modify the existing site plan to incorporate the 60' access easement into the existing site plan, and reconfigure lots and add pond to match original design. ETM will also incorporate any subsequent revisions.

```
FEE.....HOURLY
(NOT TO EXCEED = $4,000.00 WITHOUT FURTHER AUTHORIZATION)
```

#### **Task XIII – Construction Plan Modification**

ETM will modify the construction plans as described above, in accordance with St. Johns County and the St. Johns River Water Management District Regulations.

LUMP SUM FEE......\$26,875.00

#### Task XIV – SJRWMD ERP Drainage Calculations Modifications

ETM will modify the existing drainage calculations to reflect the new stormwater management system design resulting from Task XIII.

```
LUMP SUM FEE......$9,000.00
```

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct cost.

#### **FEE SUMMARY**

|   |                 | HOURLY      | LUMP SUM FEE |
|---|-----------------|-------------|--------------|
| Task XII – Site Plan Revisions                |                 | \$ 4,000.00 |              |
| Task XIII - Construction Plan Modification    |                 |             | \$ 26,875.00 |
| Task XIV – SJRWMD ERP Drainage Calculations M | odifications    |             | \$ 9,000.00  |
| SUBTO   | TAL FEE SUMMARY | \$ 4,000.00 | \$35,875.00  |
| ΤΟΤΑΙ   | FEE SUMMARY     | \$39,       | 875.00       |

#### **ENGLAND-THIMS & MILLER, INC.** HOURLY FEE SCHEDULE – 2022\*

#### POSITION

#### HOURLY RATE

| CEO/CSO   | \$375.00 |
|---|----------|
| President   | \$330.00 |
| Executive Vice President                                | \$320.00 |
| Vice President  | \$257.00 |
| Senior Engineer / Senior Project Manager                | \$205.00 |
| Project Manager   | \$190.00 |
| Director  | \$175.00 |
| Engineer  | \$165.00 |
| Assistant Project Manager                               | \$155.00 |
| Senior Planner / Planning Manager                       | \$190.00 |
| Planner   |          |
| CEI Project Manager                                     | \$175.00 |
| CEI Senior Inspector                                    |          |
| CEI Inspector   | \$125.00 |
| Senior Landscape Architect                              | \$175.00 |
| Landscape Architect                                     | \$160.00 |
| Senior Technician                                       | \$155.00 |
| GIS Developer / Senior Analyst                          | \$170.00 |
| GIS Analyst   | \$140.00 |
| Senior Engineering Designer / Senior Landscape Designer | \$160.00 |
| Engineering Intern                                      | \$140.00 |
| Engineering / Landscape Designer                        | \$140.00 |
| CADD / GIS Technician                                   | \$125.00 |
| Administrative Support                                  | \$ 90.00 |
|   |          |

\* ETM's standard hourly billing rates are re-evaluated annually prior to the beginning of the calendar year and are subject to an increase not to exceed five percent (5%) per year.

Approval

Submitted by:

England, Thims & Miller, Inc.

Date: <u>10/10/2022</u>

Approved by: \_\_\_\_\_ Zan

Date: 10/13/2022

Six Mile Creek Community Development District

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT WORK AUTHORIZATION NO. 70 PHASE 12 CEI SERVICES

#### Scope of Work

England, Thims & Miller, Inc. (ETM) shall provide general consulting engineering services for the Six Mile Creek Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

#### TASK I – CEI SERVICES

ETM proposes to perform limited construction administration for Phase 12 throughout the construction and closeout phase of the project. This task includes the following services:

- 1. Contract Document Preparation Assistance
- 2. Part-time Field Representation
- 3. Shop Drawing Review
- 4. Owner Authorized Site Visits
- 5. As-Built Review
- 6. Regulatory Agency Required Inspections
- 7. Certification to SJRWMD
- 8. Certification to St. Johns County

- 9. Water and Sewer Certifications to FDEP
- 10. Review of Contractors Pay Requests
- 11. Assistance with St. Johns County
- 12. FPL Design Coordination
- 13. Sleeving Plan Preparation/Coordination
- 14. Certification to St. Johns County Utility Department
- 15. Weekly Progress Reports

#### FEE.....HOURLY (HOURLY BUDGET ESTIMATE = \$5,720.00/MONTH) (NOT TO EXCEED \$102,960.00 OVER A 18-MONTH PERIOD WITHOUT FURTHER AUTHORIZATION)

#### **BASIS OF ESTIMATE**

|                   |                                | TOTAL | \$5,720.00 |
|-------------------|--------------------------------|-------|------------|
| strative Support  | 3.0 hours/month @ \$90.00/hour | =     | \$ 270.00  |
| ector             | 8.0 hours/month @ \$125/hour   | =     | \$1,000.00 |
| ect Manager       | 4.0 hours/month @ \$175/hour   | =     | \$ 700.00  |
| er                | 10.0 hours/month @ \$165/hour  | =     | \$1,650.00 |
| Manager           | 6.0 hours/month @ \$190/hour   | =     | \$1,140.00 |
| ve Vice President | 3.0 hours/month @ \$320/hour   | =     | \$ 960.00  |
|                   |                                |       |            |

#### **TASK II – PROGRESS MEETINGS**

ETM will coordinate and conduct progress meetings with the contractor throughout the construction and closeout of the project.

| FEEHOURLY                                   | , |
|---|---|
| (HOURLY BUDGET ESTIMATE = \$2,060.00/MONTH) |   |

#### (NOT TO EXCEED \$37,080.00 OVER A 18-MONTH PERIOD WITHOUT FURTHER AUTHORIZATION)

#### **BASIS OF ESTIMATE**

|                          |                                 | TOTAL | \$2,060.00       |
|--------------------------|---------------------------------|-------|------------------|
| Engineer                 | 4.0 hours/month @ \$165.00/hour | =     | <u>\$ 660.00</u> |
| Project Manager          | 4.0 hours/month @ \$190/hour    | =     | \$ 760.00        |
| Executive Vice President | 2.0 hours/month @ \$320/hour    | =     | \$ 640.00        |

#### TASK III - CDD TAX EXEMPT PURCHASE REQUISITIONS

Per Section 212.08(6), Florida Statutes, tax-exempt purchases may be made by political subdivisions of the state in accordance with state law. To preserve the tax-exempt status of the CDD, ETM will act as Purchasing Agent for Six Mile Creek Community Development District and coordinate with CDD staff, in accordance with State and CDD procedures, to administer a tax exempt "Direct Owner Purchase" (DOP) program to include evaluation of eligible purchases, documentation of Consumer's Certificate of Exemption, execute required Certificate of Entitlement, purchase order development/tracking, issuing purchase order to eligible vendors, review of the receipt of DOP materials, validate payments to vendors commensurate with materials received, and procurement of deductive reconciliation change orders to credit contract totals for DOP purchases.

#### FEE.....HOURLY

#### (HOURLY BUDGET ESTIMATE = \$15,000.00)

#### **TASK IV - OWNER REQUESTED PLAN REVISIONS**

ETM will design any requested plan revisions, and process them for approval by St. Johns County and SJCUD. Because of the uncertainty of the amount of revisions, we propose to perform this task hourly, with an estimated budget amount.

FEE.....HOURLY (NOT TO EXCEED \$20,000.00 WITHOUT FURTHER AUTHORIZATION)

#### **TASK V - REIMBURSABLE EXPENSES**

Costs such as final printing, telephone, delivery service, mileage, and travel shall be invoiced at direct cost.

#### **TASK VI – PLAT COORDINATION**

ETM will coordinate with the surveyor for the preparation of the plat(s) for the modified plans and coordinate the plat processing.

FEE.....HOURLY (NOT TO EXCEED = \$15,000.00 WITHOUT FURTHER AUTHORIZATION)

#### **FEE SUMMARY**

| TASK I   | CEI SERVICES                         | \$ 90,360.00        |
|----------|--------------------------------------|---------------------|
| TASK II  | PROGRESS MEETINGS                    | \$ 37,080.00        |
| TASK III | CDD TAX EXEMPT PURCHASE REQUISITIONS | \$ 15,000.00        |
| TASK IV  | OWNER REQUESTED PLAN REVISIONS       | \$ 20,000.00        |
| TASK V   | REIMBURSABLE EXPENSES                | \$ 3,500.00         |
| TASK VI  | PLAT COORDINATION                    | <u>\$ 15,000.00</u> |
|          | TOTAL FEE SUMMARY                    | \$ 180,940.00       |

#### **ENGLAND-THIMS & MILLER, INC. HOURLY FEE SCHEDULE – 2022\***

#### **POSITION**

#### HOURLY RATE

| CEO/CSO   | \$375.00 |
|---|----------|
| President   | \$330.00 |
| Executive Vice President                                |          |
| Vice President  |          |
| Senior Engineer / Senior Project Manager                |          |
| Project Manager   | \$190.00 |
| Director  | \$175.00 |
| Engineer  |          |
| Assistant Project Manager                               |          |
| Senior Planner / Planning Manager                       |          |
| Planner   |          |
| CEI Project Manager                                     |          |
| CEI Senior Inspector                                    | \$155.00 |
| CEI Inspector   | \$125.00 |
| Senior Landscape Architect                              |          |
| Landscape Architect                                     |          |
| Senior Technician                                       |          |
| GIS Developer / Senior Analyst                          |          |
| GIS Analyst   |          |
| Senior Engineering Designer / Senior Landscape Designer |          |
| Engineering Intern                                      |          |
| Engineering / Landscape Designer                        | \$140.00 |
| CADD / GIS Technician                                   | \$125.00 |
| Administrative Support                                  | \$ 90.00 |
| · · ··································                  |          |

\* ETM's standard hourly billing rates are re-evaluated annually prior to the beginning of the calendar year and are subject to an increase not to exceed five percent (5%) per year.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Approval

Approved by:

Six Mile Creek Community Development District

Date:\_\_\_\_\_\_10/19\_\_\_, 2022

Date: \_\_\_\_\_, 2022

ELEVENTH ORDER OF BUSINESS
A.



## **Unaudited Financial Reporting**

September 30, 2022



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#### Six Mile Creek Community Development District Combined Balance Sheet September 30, 2022

|                           |             | Governmental          | <u>Fund Types</u><br>Debt   | Capital       | Totals<br>(Memorandum Only) |  |
|---------------------------|-------------|-----------------------|-----------------------------|---------------|-----------------------------|--|
|                           | General     | Reverie (East Parcel) | Service                     | Projects      | (memorandum only)<br>2022   |  |
| ASSETS:                   | Conordi     |                       | 0011100                     | 110,000       | 2022                        |  |
| Cash                      | \$142,630   | \$50,327              |                             |               | \$192,957                   |  |
| Prepaid Expenses          | \$36,465    | \$2,202               |                             |               | \$38,666                    |  |
| Investments:              | \$50,100    | <i><i><i></i></i></i> |                             |               | \$00,000                    |  |
| Custody Account           | \$58,635    |                       |                             |               | \$58,635                    |  |
| Series 2007               | \$56,655    |                       |                             |               | \$30,033                    |  |
| Reserve                   |             |                       | \$25,445                    |               | \$25,445                    |  |
| Construction              |             |                       | φ20,440                     | \$2,180       | \$2,180                     |  |
| Series 2015               |             |                       |                             | φ2,100        | \$2,180                     |  |
|                           |             |                       | ¢150,400                    |               | ¢150.400                    |  |
| Reserve                   |             |                       | \$159,469                   |               | \$159,469                   |  |
| Revenue                   |             |                       | \$89,501                    |               | \$89,501                    |  |
| Series 2016A              |             |                       | <b>A</b> / / <b>A</b> A A A |               | <b>A</b> 4 4 <b>A A A A</b> |  |
| Reserve                   |             |                       | \$442,600                   |               | \$442,600                   |  |
| Revenue                   |             |                       | \$366,013                   |               | \$366,013                   |  |
| Prepayment                |             |                       | \$0                         |               | \$0                         |  |
| Construction              |             |                       |                             | \$645,599     | \$645,599                   |  |
| Series 2016B              |             |                       |                             |               |                             |  |
| Reserve                   |             |                       | \$55,225                    |               | \$55,225                    |  |
| Revenue                   |             |                       | \$1,845                     |               | \$1,845                     |  |
| Prepayment                |             |                       | \$0                         |               | \$0                         |  |
| Optional Redemption       |             |                       | \$2                         |               | \$2                         |  |
| Construction              |             |                       |                             | \$1,232       | \$1,232                     |  |
| Series 2017A              |             |                       |                             |               |                             |  |
| Reserve                   |             |                       | \$701,088                   |               | \$701,088                   |  |
| Revenue                   |             |                       | \$451,036                   |               | \$451,036                   |  |
| Interest                  |             |                       | \$0                         |               | \$0                         |  |
| Prepayment                |             |                       | \$700                       |               | \$700                       |  |
| Construction              |             |                       |                             | \$0           | \$0                         |  |
| Construction - NW Parcel  |             |                       |                             | \$907         | \$907                       |  |
| Series 2017B              |             |                       |                             | ψ501          | \$901                       |  |
| Reserve                   |             |                       | \$13,843                    |               | \$13,843                    |  |
|                           |             |                       | \$1,517                     |               |                             |  |
| Revenue                   |             |                       |                             |               | \$1,517                     |  |
| Interest                  |             |                       | \$3                         |               | \$3                         |  |
| Prepayment                |             |                       | \$53,615                    |               | \$53,615                    |  |
| Construction              |             |                       |                             | \$2           | \$2                         |  |
| Series 2020               |             |                       | • · · · ·                   |               | • · · · ·                   |  |
| Reserve                   |             |                       | \$414,875                   |               | \$414,875                   |  |
| Revenue                   |             |                       | \$283,455                   |               | \$283,455                   |  |
| Construction              |             |                       |                             | \$5,883       | \$5,883                     |  |
| Series 2021 AA3 Ph1       |             |                       |                             |               |                             |  |
| Reserve                   |             |                       | \$566,450                   |               | \$566,450                   |  |
| Revenue                   |             |                       | \$181,222                   |               | \$181,222                   |  |
| Construction              |             |                       |                             | \$188         | \$188                       |  |
| Series 2021 AA3 Ph2       |             |                       |                             |               |                             |  |
| Reserve                   |             |                       | \$149,200                   |               | \$149,200                   |  |
| Revenue                   |             |                       | \$4                         |               | \$4                         |  |
| Capitalized Interest      |             |                       | \$47,411                    |               | \$47,411                    |  |
| Construction              |             |                       |                             | \$1,476,449   | \$1,476,449                 |  |
| Series 2021 AA2 Ph3B      |             |                       |                             | . ,,          | ÷.,,,,,,                    |  |
| Reserve                   |             |                       | \$460,875                   |               | \$460,875                   |  |
| Revenue                   |             |                       | \$320                       |               | \$320                       |  |
| Capitalized Interest      |             |                       | \$148,043                   |               | \$148,043                   |  |
| Construction              |             |                       | ψ1+0,0+3                    | \$5           |                             |  |
|                           | <br>(\$720) |                       |                             | \$5<br>\$956  | \$5<br>\$218                |  |
| Due from Capital Projects | (\$738)     |                       |                             | <b>\$</b> 900 | \$218                       |  |
| TOTAL ASSETS              | \$236,992   | \$52,528              | \$4,613,757                 | \$2 129 555   | \$7,041,832                 |  |
| IVIAL AUGEIG              | \$Z30,99Z   | \$32,328              | φ4,013,/3/                  | \$2,138,555   | p1,041,832                  |  |

### Six Mile Creek **Community Development District** Combined Balance Sheet

September 30, 2022

|  |           | Governmental Fund Types |             |             |                   |  |  |  |  |
|--|-----------|-------------------------|-------------|-------------|-------------------|--|--|--|--|
|  |           |                         | Debt        | Capital     | (Memorandum Only) |  |  |  |  |
| _  | General   | Reverie (East Parcel)   | Service     | Projects    | 2022              |  |  |  |  |
| LIABILITIES:                                     |           |                         |             |             |                   |  |  |  |  |
| Accounts Payable                                 | \$30,707  | \$6,523                 |             |             | \$37,229          |  |  |  |  |
| Retainage Payable                                |           |                         |             | \$286,470   | \$286,470         |  |  |  |  |
| Due to Capital Projects                          | \$5,153   |                         |             | \$956       | \$6,109           |  |  |  |  |
| FUND BALANCES:                                   |           |                         |             |             |                   |  |  |  |  |
| Unrestricted for Debt Service Series 2007        |           |                         | \$25,445    |             | \$25,445          |  |  |  |  |
| Restricted for Debt Service Series 2015          |           |                         | \$248,970   |             | \$248,970         |  |  |  |  |
| Restricted for Debt Service Series 2016A         |           |                         | \$808,614   |             | \$808,614         |  |  |  |  |
| Restricted for Debt Service Series 2016B         |           |                         | \$57,072    |             | \$57,072          |  |  |  |  |
| Restricted for Debt Service Series 2017A         |           |                         | \$1,152,824 |             | \$1,152,824       |  |  |  |  |
| Restricted for Debt Service Series 2017B         |           |                         | \$68,978    |             | \$68,978          |  |  |  |  |
| Restricted for Debt Service Series 2020          |           |                         | \$698,330   |             | \$698,330         |  |  |  |  |
| Restricted for Debt Service Series 2021 AA3 Ph1  |           |                         | \$747,672   |             | \$747,672         |  |  |  |  |
| Restricted for Debt Service Series 2021 AA3 Ph2  |           |                         | \$196,615   |             | \$196,615         |  |  |  |  |
| Restricted for Debt Service Series 2021 AA2 Ph3B |           |                         | \$609,238   |             | \$609,238         |  |  |  |  |
| Restricted for Capital Projects Series 2007      |           |                         |             | \$2,180     | \$2,180           |  |  |  |  |
| Restricted for Capital Projects Series 2016A     |           |                         |             | \$648,796   | \$648,796         |  |  |  |  |
| Restricted for Capital Projects Series 2016B     |           |                         |             | \$1,232     | \$1,232           |  |  |  |  |
| Restricted for Capital Projects Series 2017A     |           |                         |             | \$2,863     | \$2,863           |  |  |  |  |
| Restricted for Capital Projects Series 2017B     |           |                         |             | \$2         | \$2               |  |  |  |  |
| Restricted for Capital Projects Series 2020      |           |                         |             | \$5,883     | \$5,883           |  |  |  |  |
| Restricted for Capital Projects Series 2021 Ph1  |           |                         |             | (\$286,282) | (\$286,282)       |  |  |  |  |
| Restricted for Capital Projects Series 2021 Ph2  |           |                         |             | \$1,476,449 | \$1,476,449       |  |  |  |  |
| Restricted for Capital Projects Series 2021 Ph3B |           |                         |             | \$5         | \$5               |  |  |  |  |
| Unassigned                                       | \$201,132 | \$46,006                |             |             | \$247,138         |  |  |  |  |
| TOTAL LIABILITIES AND FUND EQUITY                | \$236,992 | \$52,528                | \$4,613,757 | \$2,138,555 | \$7,041,832       |  |  |  |  |

#### Six Mile Creek

#### COMMUNITY DEVELOPMENT DISTRICT

#### **General Fund**

Statement of Revenues & Expenditures For the period ending September 30, 2022

|   | ADOPTED               | PRORATED BUDGET       | ACTUAL                 |                        |
|---|-----------------------|-----------------------|------------------------|------------------------|
| <u>REVENUES:</u>  | BUDGET                | THRU 9/30/22          | THRU 9/30/22           | VARIANCE               |
| Special Assessments Tax Ball  | ¢022.400              | \$022.400             | ¢002 117               | (\$40.252)             |
| Special Assessments - Tax Roll<br>Special Assessments - Direct Billed | \$932,400<br>\$55,594 | \$932,400<br>\$55,594 | \$883,147<br>\$118,550 | (\$49,253)<br>\$62,956 |
| Special Assessment - Lot Closings                                     | \$33,394<br>\$0       | \$33,394<br>\$0       | \$16,848               | \$16,848               |
| Developer Contributions   | \$65,675              | \$65,675              | \$34,033               | (\$31,642)             |
| Miscellaneous Income  | \$0                   | \$0                   | \$1,962                | \$1,962 <sup>*</sup>   |
| Rental Income   | \$0<br>\$0            | \$0<br>\$0            | \$8,725                | \$8,725                |
| Interest  | \$0<br>\$0            | \$0<br>\$0            | \$166                  | \$166                  |
| TOTAL REVENUES  | \$1,053,669           | \$1,053,669           | \$1,063,432            | \$9,763                |
| EXPENDITURES:   |                       |                       |                        |                        |
| ADMINISTRATIVE:   |                       |                       |                        |                        |
| Supervisors Fees  | \$12,000              | \$12,000              | \$10,400               | \$1,600                |
| FICA Expense  | \$918                 | \$918                 | \$796                  | \$122                  |
| Engineering Fees  | \$16,000              | \$16,000              | \$23,519               | (\$7,519)              |
| Arbitrage   | \$3,600               | \$3,600               | \$3,600                | \$0                    |
| Trustee Fees  | \$21,550              | \$21,550              | \$23,011               | (\$1,461)              |
| Dissemination   | \$5,000               | \$5,000               | \$7,525                | (\$2,525)              |
| Attorney Fees   | \$30,000              | \$30,000              | \$23,541               | \$6,459<br>(*******    |
| Annual Audit<br>Assessment Administration                             | \$5,315<br>\$7,500    | \$5,315<br>\$7,500    | \$6,000<br>\$7,500     | (\$685)<br>\$0         |
| Management Fees   | \$35,000              | \$35,000              | \$35,000               | (\$0)                  |
| Information Technology  | \$1,050               | \$1,050               | \$1,050                | (\$C)<br>\$0           |
| Website Administration  | \$600                 | \$600                 | \$600                  | \$0                    |
| Telephone   | \$600                 | \$600                 | \$625                  | (\$25)                 |
| Postage   | \$1,500               | \$1,500               | \$981                  | \$519                  |
| Insurance   | \$6,840               | \$6,840               | \$6,436                | \$404                  |
| Printing & Binding  | \$2,500               | \$2,500               | \$2,041                | \$459                  |
| Travel Per Diem   | \$250                 | \$250                 | \$0                    | \$250                  |
| Legal Advertising   | \$5,000               | \$5,000               | \$9,750                | (\$4,750)              |
| Meeting Room Fees   | \$6,000               | \$6,000               | \$6,563                | (\$563)                |
| Bank Fees   | \$1,000<br>\$500      | \$1,000<br>\$500      | \$902<br>\$0           | \$98<br>\$500          |
| Other Current Charges<br>Office Supplies                              | \$350                 | \$350                 | \$0<br>\$75            | \$300<br>\$275         |
| Dues, Licenses, Subscriptions   | \$175                 | \$175                 | \$175                  | \$0                    |
| TOTAL ADMINISTRATIVE  | \$163,248             | \$163,248             | \$170,088              | (\$6,840)              |
| <b>OPERATION &amp; MAINTENANCE:</b>                                   |                       |                       |                        |                        |
| Property Insurance  | \$25,000              | \$25,000              | \$26,365               | (\$1,365)              |
| Electric  | \$43,000              | \$43,000              | \$57,205               | (\$14,205)             |
| Water & Sewer   | \$8,000               | \$8,000               | \$0                    | \$8,000                |
| Landscape Maintenance   | \$229,882             | \$229,882             | \$229,822              | \$60                   |
| Landscape - Mulch & Plant Installation                                | \$81,684              | \$81,684              | \$89,934               | (\$8,250)              |
| Landscape Contingency   | \$60,000              | \$60,000              | \$36,100               | \$23,900               |
| Irrigation Maintenance  | \$20,000              | \$20,000              | \$20,825               | (\$825)                |
| Lake Maintenance  | \$30,000              | \$30,000              | \$20,100               | \$9,900                |
| Lake Contingency  | \$5,000               | \$5,000               | \$0                    | \$5,000                |
| Security Patrol   | \$55,000              | \$55,000              | \$31,010               | \$23,990               |
| Street Sweeping   | \$8,000               | \$8,000<br>\$10,000   | \$10,860<br>\$10,074   | (\$2,860)<br>(\$074)   |
| General Maintenance<br>Dog Park - General Maintenance                 | \$10,000<br>\$5,000   | \$10,000<br>\$5,000   | \$10,974<br>\$2,678    | (\$974)<br>\$2 322     |
| Kayak Launch - General Maintenance                                    | \$5,000               | \$5,000<br>\$5,000    | \$2,678<br>\$10,474    | \$2,322<br>(\$5,474)   |
| TOTAL OPERATION & MAINTENANCE   | \$585,566             | \$585,566             | \$546,348              | \$39,218               |
|   | P                     | . , ,                 |                        |                        |

#### Six Mile Creek

#### COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues & Expenditures For the period ending September 30, 2022

| F  | ADOPTED           | PRORATED BUDGET | ACTUAL          |              |
|--|-------------------|-----------------|-----------------|--------------|
|  | BUDGET            | THRU 9/30/22    | THRU 9/30/22    | VARIANCE     |
| AMENITY CENTER                           |                   |                 |                 |              |
| Utilities                                |                   |                 |                 |              |
| Telephone                                | \$6,000           | \$6,000         | \$5,398         | \$602        |
| Electric                                 | \$16,000          | \$16,000        | \$14,323        | \$1,677      |
| Water/Irrigation                         | \$32,000          | \$32,000        | \$42,771        | (\$10,771)   |
| Gas                                      | \$1,250           | \$1,250         | \$856           | \$394        |
| Trash Removal                            | \$2,500           | \$2,500         | \$2,769         | (\$269       |
| Security                                 |                   |                 |                 |              |
| Security Alarm Monitoring                | \$1,100           | \$1,100         | \$419           | \$681        |
| Security Monitoring                      | \$12,000          | \$12,000        | \$12,657        | (\$657       |
| Access Cards                             | \$1,000           | \$1,000         | \$0             | \$1,000      |
| Management Contracts                     |                   |                 |                 |              |
| Facility Management                      | \$43,680          | \$43,680        | \$38,640        | \$5,040      |
| Amenity Staff - Rentals                  | \$0               | \$0             | \$1,142         | (\$1,142)    |
| Landscape Maintenance                    | \$0               | \$0             | \$0             | \$0          |
| Landscape Seasonal (Annuals & Pinestraw) | \$0<br>\$0        | \$0<br>\$0      | \$0             | \$0          |
| Landscape Contingency                    | \$2,725           | \$2,725         | \$11,694        | (\$8,969)    |
| Field Management/Administrative          | \$59,104          | \$59,104        | \$54,179        | \$4,925      |
| Pool Maintenance                         | \$18,900          | \$18,900        | \$18,900        | \$0          |
| Pool Repairs                             | \$7,500           | \$7,500         | \$8,230         | (\$730)      |
| Janitorial Services                      | \$13,740          | \$13,740        | \$13,740        | (0,80)       |
| Janitorial Supplies                      | \$3,500           | \$3,500         | \$4,148         | (\$648)      |
| Facility Maintenance                     | \$15,000          | \$15,000        | \$18,165        | (\$3,165     |
| Fitness Equipment Lease                  | ¢10,000<br>\$0    | \$0             | \$0             | (\$0,189)    |
| Pest Control                             | \$1,800           | \$0<br>\$1,800  | \$1,800         | \$0<br>\$0   |
| Pool Permits                             | \$500             | \$500           | \$350           | \$0<br>\$150 |
| Repairs & Maintenance                    | \$300<br>\$10,000 | \$10,000        | \$8,513         | \$1,487      |
| Maintenance Reserves                     | \$10,000          | \$10,000        | \$0,515<br>\$0  | \$10,000     |
|  | \$10,000          | \$10,000        | \$0<br>\$16,526 | (\$6,526     |
| New Capital Projects                     |                   |                 |                 |              |
| Special Events                           | \$10,000          | \$10,000        | \$6,439         | \$3,561      |
| Holiday Decorations                      | \$10,856          | \$10,856        | \$3,213         | \$7,643      |
| Fitness Center Repairs/Supplies          | \$3,500           | \$3,500         | \$6,350         | (\$2,850     |
| Office Supplies                          | \$500             | \$500           | \$0             | \$500        |
| Operating Supplies                       | \$10,000          | \$10,000        | \$9,926         | \$74         |
| ASCAP/BMI Licenses                       | \$1,700           | \$1,700         | \$1,574         | \$126        |
| Contingency                              | \$0               | \$0             | \$1,859         | (\$1,859)    |
| TOTAL AMENITY CENTER                     | \$304,855         | \$304,855       | \$304,581       | \$274        |
| TOTAL EXPENDITURES                       | \$1,053,669       | \$1,053,669     | \$1,021,017     | \$32,652     |
| EXCESS REVENUES/(EXPENDITURES)           | \$0               |                 | \$42,415        |              |
| Fund Balance - Beginning                 | \$0               |                 | \$158,717       |              |
| Fund Balance - Ending                    | \$0               | · _             | \$201,132       | -            |
|  | ¥0                | -               | ÷=•••,••=       | =            |

## Six Mile Creek Community Development District General Fund

|  | Oct.           | Nov.             | Dec.              | Jan.             | Feb.             | Mar.                 | Apr.           | May            | Jun.                            | Jul.           | Aug.           | Sept.          | Total            |
|--|----------------|------------------|-------------------|------------------|------------------|----------------------|----------------|----------------|---------------------------------|----------------|----------------|----------------|------------------|
| Revenues:                              |                |                  |                   |                  |                  |                      |                |                |                                 |                |                |                |                  |
|  |                |                  |                   |                  |                  |                      |                |                |                                 |                |                |                |                  |
| Special Assessments - Tax Roll         | \$0            | \$125,321        | \$185,578         | \$358,740        | \$88,260         | \$21,503             | \$78,036       | \$0            | \$25,711                        | \$0            | \$0            | \$0            | \$883,147        |
| Special Assessments - Direct Billed    | \$36,100       | \$0              | \$0               | \$0              | \$0              | \$72,199             | \$0            | \$0            | \$0                             | \$0            | \$10,251       | \$0            | \$118,550        |
| Special Assessments - Lot Closings     | \$0            | \$0              | \$4,376           | \$2,802          | \$5,400          | \$1,320              | \$203          | \$761          | \$1,986                         | \$0            | \$0            | \$0            | \$16,848         |
| Developer Contributions                | \$34,033       | \$0              | \$0               | \$0              | \$0              | \$0                  | \$0            | \$0            | \$0                             | \$0            | \$0            | \$0            | \$34,033         |
| Miscellaneous Income                   | \$167          | \$348            | \$186             | \$50             | \$30             | \$155                | \$116          | \$155          | \$225                           | \$155          | \$130          | \$245          | \$1,962          |
| Rental Income                          | \$900          | \$250            | \$1,325           | \$0              | \$325            | \$1,475              | \$650          | \$1,250        | \$500                           | \$900          | \$900          | \$250          | \$8,725          |
| Interest                               | \$0            | \$0              | \$0               | \$1              | \$2              | \$2                  | \$2            | \$2            | \$2                             | \$2            | \$1            | \$152          | \$166            |
| Total Revenues                         | \$71,200       | \$125,920        | \$191,465         | \$361,592        | \$94,016         | \$96,654             | \$79,007       | \$2,168        | \$28,424                        | \$1,057        | \$11,282       | \$647          | \$1,063,432      |
| Expenditures:                          |                |                  |                   |                  |                  |                      |                |                |                                 |                |                |                |                  |
| Administrative                         |                |                  |                   |                  |                  |                      |                |                |                                 |                |                |                |                  |
| Supervisor Fees                        | \$800          | \$1,600          | \$0               | \$800            | \$800            | \$800                | \$1,000        | \$1,000        | \$1,000                         | \$800          | \$1,000        | \$800          | \$10,400         |
| FICA Expense                           | \$61           | \$122            | \$0               | \$61             | \$61             | \$61                 | \$77           | \$77           | \$77                            | \$61           | \$77           | \$61           | \$796            |
| Engineering Fees                       | \$1,926        | \$1,759          | \$295             | \$1,503          | \$1,317          | \$1,698              | \$1,557        | \$4,113        | \$6,496                         | \$459          | \$2,396        | \$0            | \$23,519         |
| Arbitrage                              | \$600          | \$0              | \$235<br>\$0      | \$0<br>\$0       | \$1,517<br>\$0   | \$600                | ψ1,557<br>\$0  | \$0<br>\$0     | \$0, <del>4</del> 30<br>\$1.200 | \$600          | \$600          | \$0<br>\$0     | \$3,600          |
| Trustee Fees                           | \$2,000        | \$0              | \$0               | \$0              | \$4,310          | \$4,310              | \$0            | \$8,081        | \$0                             | \$4,310        | \$0            | \$0            | \$23,011         |
| Dissemination                          | \$517          | \$417            | \$517             | \$625            | \$625            | \$625                | \$1,075        | \$625          | \$625                           | \$625          | \$625          | \$625          | \$7,525          |
| Attorney Fees                          | \$5,412        | \$0              | \$3,751           | \$0              | \$2,770          | \$2,443              | \$0            | \$723          | \$4,037                         | \$2,499        | \$1,906        | \$0            | \$23,541         |
| Annual Audit                           | \$500          | \$0              | \$0               | \$0              | \$0              | \$0                  | \$0            | \$0            | \$5,500                         | \$0            | \$0            | \$0            | \$6,000          |
| Assessment Administration              | \$7,500        | \$0              | \$0               | \$0              | \$0              | \$0                  | \$0            | \$0            | \$0                             | \$0            | \$0            | \$0            | \$7,500          |
| Management Fees                        | \$2,917        | \$2,917          | \$2,917           | \$2,917          | \$2,917          | \$2,917              | \$2,917        | \$2,917        | \$2,917                         | \$2,917        | \$2,917        | \$2,917        | \$35,000         |
| Information Technology                 | \$88           | \$88             | \$88              | \$88             | \$88             | \$88                 | \$88           | \$88           | \$88                            | \$88           | \$88           | \$88           | \$1,050          |
| Website Administration                 | \$50           | \$50             | \$50              | \$50             | \$50             | \$50                 | \$50           | \$50           | \$50                            | \$50           | \$50           | \$50           | \$600            |
| Telephone                              | \$4            | \$72             | \$85              | \$66             | \$0              | \$73                 | \$64           | \$30           | \$64                            | \$60           | \$43           | \$65           | \$625            |
| Postage                                | \$69           | \$36             | \$275             | \$73             | \$59             | \$64                 | \$39           | \$19           | \$126                           | \$217          | \$0            | \$3            | \$981            |
| Insurance                              | \$6,436        | \$0              | \$0               | \$0              | \$0              | \$0                  | \$0            | \$0            | \$0                             | \$0            | \$0            | \$0            | \$6,436          |
| Printing & Binding                     | \$342          | \$90             | \$252             | \$3              | \$69             | \$60                 | \$97           | \$62           | \$88                            | \$244          | \$328          | \$407          | \$2,041          |
| Travel Per Diem                        | \$0<br>\$4,479 | \$0<br>©0        | \$0<br>\$0        | \$0<br>\$240     | \$0<br>\$72      | \$0<br>\$72          | \$0<br>\$72    | \$0<br>\$211   | \$0                             | \$0<br>\$527   | \$0            | \$0<br>©0      | \$0<br>\$0,750   |
| Legal Advertising                      |                | \$0<br>\$1.000   | \$0<br>\$0        | \$310<br>\$562   |                  |                      |                |                | \$131<br>\$560                  |                | \$3,877        | \$0<br>©560    | \$9,750          |
| Meeting Room Fee<br>Bank Fees          | \$500<br>\$81  | \$1,000<br>\$84  | \$0<br>\$94       | \$563<br>\$66    | \$563<br>\$98    | \$563<br>\$76        | \$563<br>\$103 | \$563<br>\$90  | \$563<br>\$75                   | \$563<br>\$121 | \$563<br>\$15  | \$563<br>\$0   | \$6,563<br>\$902 |
| Other Current Charges                  | \$0            | \$04<br>\$0      | \$94<br>\$0       | \$00<br>\$0      | 490<br>\$0       | \$70<br>\$0          | \$103          | \$90<br>\$0    | \$75                            | ت ع ا ح<br>\$0 | \$15           | \$0<br>\$0     | \$902            |
| Office Supplies                        | \$0<br>\$14    | \$0<br>\$2       | \$22              | \$0<br>\$2       | \$3              | \$10                 | \$0<br>\$4     | \$3            | \$0<br>\$10                     | \$0<br>\$1     | \$0<br>\$3     | \$3            | \$0<br>\$75      |
| Dues, Licenses, Subscriptions          | \$175          | \$0              | \$0               | \$0              | \$0              | \$0                  | \$0            | \$0            | \$0                             | \$0            | \$0            | \$0            | \$175            |
| Total Administrative                   | \$34.470       | \$8.235          | \$8.344           | \$7,125          | \$13,801         | \$14.510             | \$7,704        | \$18,649       | \$23,043                        | \$14,142       | \$14,485       | \$5,580        | \$170,088        |
| Total Administrative                   | \$34,470       | ψ0,233           | <del>40,344</del> | ψ1,125           | φ13,001          | ψ1 <del>4</del> ,510 | <i>φ1</i> ,704 | \$10,049       | ψ23,043                         | ψ14,14Z        | ψ14,40J        | ψ0,000         | \$170,000        |
| <b>Operation &amp; Maintenance</b>     |                |                  |                   |                  |                  |                      |                |                |                                 |                |                |                |                  |
| Property Insurance                     | \$26,365       | \$0              | \$0               | \$0              | \$0              | \$0                  | \$0            | \$0            | \$0                             | \$0            | \$0            | \$0            | \$26,365         |
| Electric                               | \$3,533        | \$4,471          | \$4,514           | \$4,803          | \$4,828          | \$4,918              | \$4,905        | \$4,952        | \$5,034                         | \$4,990        | \$5,084        | \$5,173        | \$57,205         |
| Water & Sewer                          | \$0            | \$0              | \$0               | \$0              | \$0              | \$0                  | \$0            | \$0            | \$0                             | \$0            | \$0            | \$0            | \$0              |
| Landscape Maintenance                  | \$19,152       | \$19,152         | \$19,152          | \$19,152         | \$19,152         | \$19,152             | \$19,152       | \$19,152       | \$19,152                        | \$19,152       | \$19,152       | \$19,152       | \$229,822        |
| Landscape - Mulch & Plant Installation | \$1,894        | \$0              | \$31,500          | \$0              | \$52,523         | \$1,944              | \$0            | \$0            | \$0                             | \$0            | \$0            | \$2,073        | \$89,934         |
| Landscape Contingency                  | \$75           | \$984            | \$4,651           | \$174            | \$3,357          | \$1,913              | \$10,458       | \$1,504        | \$2,926                         | \$1,680        | \$6,939        | \$1,439        | \$36,100         |
| Irrigation Maintenance                 | \$0            | \$0<br>¢1.675    | \$1,007           | \$0              | \$4,964          | \$0<br>\$1.675       | \$0            | \$0            | \$1,753                         | \$1,050        | \$9,964        | \$2,086        | \$20,825         |
| Lake Maintenance<br>Lake Contingency   | \$1,675<br>\$0 | \$1,675<br>\$0   | \$1,675<br>\$0    | \$1,675<br>\$0   | \$1,675<br>\$0   | \$1,675<br>\$0       | \$1,675<br>\$0 | \$1,675<br>\$0 | \$1,675<br>\$0                  | \$1,675<br>\$0 | \$1,675<br>\$0 | \$1,675<br>\$0 | \$20,100<br>\$0  |
|  | \$0<br>\$2,200 | \$0<br>\$1.120   | \$0<br>\$860      | ەن<br>\$1.000    | \$0<br>\$2,020   | \$0<br>\$1,860       | \$0<br>\$1.040 | ۵۵<br>\$1.575  | \$0<br>\$6,793                  | \$0<br>\$4,925 | \$0<br>\$4.043 | ۵۵<br>\$3,575  | \$0<br>\$31.010  |
| Security Patrol<br>Street Sweeping     | \$2,200<br>\$0 | \$1,120<br>\$0   | \$860<br>\$10,860 | \$1,000<br>\$0   | \$2,020<br>\$0   | ۵۵,000<br>\$0        | \$1,040<br>\$0 | ۵۱,۵۲۵<br>\$0  | \$0,793<br>\$0                  | \$4,925<br>\$0 | \$4,043<br>\$0 | აა,575<br>\$0  | \$10,860         |
| General Maintenance                    | \$0<br>\$1,300 | \$0<br>\$1,200   | \$1,700           | \$2,088          | \$0<br>\$1,435   | \$0<br>\$1,000       | \$0<br>\$450   | \$966          | \$0<br>\$490                    | \$336          | \$0<br>\$10    | \$0<br>\$0     | \$10,880         |
| Dog Park - General Maintenance         | \$1,300        | \$1,200<br>\$206 | \$206             | \$2,088          | \$1,435<br>\$206 | \$1,000<br>\$206     | \$450<br>\$206 | \$900<br>\$206 | \$490<br>\$206                  | \$330          | \$206          | \$0<br>\$412   | \$2,678          |
| Kayak Launch - General Maintenance     | \$200<br>\$0   | \$200<br>\$0     | \$200<br>\$0      | \$200<br>\$0     | \$200<br>\$0     | \$30                 | \$200<br>\$0   | \$200<br>\$0   | \$200<br>\$0                    | \$200<br>\$0   | \$200<br>\$0   | \$10,444       | \$10,474         |
| Total Operation & Maintenance          | \$56,400       | \$28.807         | \$76,125          | \$29,097         | \$90,161         | \$32.698             | \$37.886       | \$30.030       | \$38,029                        | \$34,014       | \$47,073       | \$46,030       | \$546,348        |
|  | ψ00,400        | Ψ20,007          | ψ10,120           | Ψ <b>2</b> 0,007 | φ00,101          | ψ02,000              | ψ07,000        | <i>400,000</i> | Ψ00,0 <b>2</b> 0                | ΨU-1,01+       | Ψτ1,010        | Ψ-10,000       | <b>ΨΟΤΟ,ΟΤΟ</b>  |

## Six Mile Creek Community Development District General Fund

|                                 | Oct.       | Nov.     | Dec.      | Jan.      | Feb.       | Mar.     | Apr.     | Мау        | Jun.       | Jul.       | Aug.       | Sept.      | Total       |
|---------------------------------|------------|----------|-----------|-----------|------------|----------|----------|------------|------------|------------|------------|------------|-------------|
| Amenity Center                  |            |          |           |           |            |          |          |            |            |            |            |            |             |
| Utilities                       |            |          |           |           |            |          |          |            |            |            |            |            |             |
| Telephone                       | \$477      | \$406    | \$497     | \$496     | \$492      | \$686    | \$480    | \$618      | \$338      | \$338      | \$236      | \$332      | \$5,398     |
| Electric                        | \$994      | \$1,018  | \$1,189   | \$1,167   | \$1,161    | \$856    | \$1,136  | \$1,296    | \$1,414    | \$1,313    | \$1,381    | \$1,398    | \$14,323    |
| Water/Irrigation                | \$819      | \$4,952  | \$6,309   | \$6,035   | \$6,901    | \$2,812  | \$3,056  | \$2,693    | \$1,293    | \$1,835    | \$2,195    | \$3,873    | \$42,771    |
| Gas                             | \$59       | \$122    | \$67      | \$147     | \$80       | \$94     | \$78     | \$56       | \$62       | \$59       | \$31       | \$0        | \$856       |
| Trash Removal                   | \$194      | \$194    | \$194     | \$237     | \$244      | \$244    | \$244    | \$244      | \$244      | \$244      | \$244      | \$244      | \$2,769     |
| Security                        |            |          |           |           |            |          |          |            |            |            |            |            |             |
| Security Alarm Monitoring       | \$35       | \$35     | \$35      | \$35      | \$35       | \$35     | \$35     | \$35       | \$35       | \$35       | \$35       | \$35       | \$419       |
| Security Monitoring             | \$1,151    | \$1,151  | \$2,301   | \$1,151   | \$1,151    | \$1,151  | \$1,151  | \$1,151    | \$1,151    | \$1,151    | \$0        | \$0        | \$12,657    |
| Access Cards                    | \$0        | \$0      | \$0       | \$0       | \$0        | \$0      | \$0      | \$0        | \$0        | \$0        | \$0        | \$0        | \$0         |
| Management Contracts            |            |          |           |           |            |          |          |            |            |            |            |            |             |
| Facility Management             | \$3,360    | \$3,360  | \$4,200   | \$3,360   | \$3,360    | \$3,360  | \$3,360  | \$3,360    | \$3,360    | \$4,200    | \$3,360    | \$0        | \$38,640    |
| Amenity Staff - Rentals         | \$157      | \$89     | \$0       | \$98      | \$0        | \$0      | \$0      | \$336      | \$0        | \$299      | \$0        | \$163      | \$1,142     |
| Landscape Maintenance           | \$0        | \$0      | \$0       | \$0       | \$0        | \$0      | \$0      | \$0        | \$0        | \$0        | \$0        | \$0        | \$0         |
| Landscape Contingency           | \$227      | \$227    | \$227     | \$227     | \$227      | \$227    | \$227    | \$245      | \$245      | \$245      | \$9,124    | \$245      | \$11,694    |
| Field Management/Administrative | \$4,925    | \$4,925  | \$4,925   | \$4,925   | \$4,925    | \$4,925  | \$4,925  | \$4,925    | \$4,925    | \$4,925    | \$4,925    | \$0        | \$54,179    |
| Pool Maintenance                | \$1,575    | \$1,575  | \$1,575   | \$1,575   | \$1,575    | \$1,575  | \$1,575  | \$1,575    | \$1,575    | \$1,575    | \$1,575    | \$1,575    | \$18,900    |
| Pool Repairs                    | \$2,066    | \$40     | \$0       | \$0       | \$350      | \$2,670  | \$2,471  | \$127      | \$506      | \$0        | \$0        | \$0        | \$8,230     |
| Janitorial Services             | \$1,145    | \$1,145  | \$1,145   | \$1,145   | \$1,145    | \$1,145  | \$1,145  | \$1,145    | \$1,145    | \$1,145    | \$1,145    | \$1,145    | \$13,740    |
| Janitorial Supplies             | \$378      | \$513    | \$385     | \$478     | \$479      | \$487    | \$632    | \$0        | \$256      | \$143      | \$396      | \$0        | \$4,148     |
| Facility Maintenance            | \$4,833    | \$0      | \$1,725   | \$271     | \$904      | \$137    | \$3,087  | \$0        | \$1,586    | \$5,453    | \$169      | \$0        | \$18,165    |
| Fitness Equipment Lease         | \$0        | \$0      | \$0       | \$0       | \$0        | \$0      | \$0      | \$0        | \$0        | \$0        | \$0        | \$0        | \$0         |
| Pest Control                    | \$0        | \$0      | \$270     | \$720     | \$0        | \$270    | \$0      | \$0        | \$270      | \$0        | \$0        | \$270      | \$1,800     |
| Pool Permits                    | \$0        | \$0      | \$0       | \$0       | \$0        | \$0      | \$0      | \$0        | \$350      | \$0        | \$0        | \$0        | \$350       |
| Repairs & Maintenance           | \$0        | \$474    | \$1,634   | \$321     | \$50       | \$3,351  | \$432    | \$611      | \$0        | \$1,204    | \$436      | \$0        | \$8,513     |
| Maintenance Reserves            | \$0        | \$0      | \$0       | \$0       | \$0        | \$0      | \$0      | \$0        | \$0        | \$0        | \$0        | \$0        | \$0         |
| New Capital Projects            | \$0        | \$0      | \$0       | \$0       | \$0        | \$10,800 | \$0      | \$0        | \$5,726    | \$0        | \$0        | \$0        | \$16,526    |
| Special Events                  | \$1,163    | \$457    | \$1,413   | \$0       | \$0        | \$575    | \$750    | \$0        | \$731      | \$625      | \$564      | \$160      | \$6,439     |
| Holiday Decorations             | \$0        | \$3,023  | \$190     | \$0       | \$0        | \$0      | \$0      | \$0        | \$0        | \$0        | \$0        | \$0        | \$3,213     |
| Fitness Center Repairs/Supplies | \$4,069    | \$350    | \$114     | \$260     | \$920      | \$0      | \$377    | \$0        | \$110      | \$150      | \$0        | \$0        | \$6,350     |
| Office Supplies                 | \$0        | \$0      | \$0       | \$0       | \$0        | \$0      | \$0      | \$0        | \$0        | \$0        | \$0        | \$0        | \$0         |
| Operating Supplies              | \$72       | \$0      | \$75      | \$168     | \$82       | \$241    | \$6,484  | \$373      | \$1,712    | \$64       | \$657      | \$0        | \$9,926     |
| ASCAP/BMI Licenses              | \$0        | \$1,183  | \$0       | \$0       | \$0        | \$0      | \$0      | \$0        | \$0        | \$391      | \$0        | \$0        | \$1,574     |
| Contingency                     | \$0        | \$0      | \$0       | \$21      | \$0        | \$422    | \$349    | \$90       | \$144      | \$670      | \$162      | \$0        | \$1,859     |
| Total Amenity Center            | \$27,699   | \$25,238 | \$28,470  | \$22,837  | \$24,082   | \$36,063 | \$31,993 | \$18,880   | \$27,179   | \$26,065   | \$26,634   | \$9,440    | \$304,581   |
| Total Expenditures              | \$118,568  | \$62,280 | \$112,938 | \$59,059  | \$128,043  | \$83,271 | \$77,584 | \$67,559   | \$88,251   | \$74,221   | \$88,192   | \$61,050   | \$1,021,017 |
| Excess Revenues (Expenditures)  | (\$47,369) | \$63,639 | \$78,526  | \$302,533 | (\$34,027) | \$13,383 | \$1,423  | (\$65,390) | (\$59,827) | (\$73,165) | (\$76,910) | (\$60,402) | \$42,415    |

#### Six Mile Creek COMMUNITY DEVELOPMENT DISTRICT

Reverie Fund (East Parcel) Statement of Revenues & Expenditures For the period ending September 30, 2022

| BUDGET         THRU 93022         VARIANCE           Assessments - Tar Rell<br>Developer Contributions<br>Mecellaneous hooms         \$90,500         \$90,500         \$97,500         \$15,156)           Macellaneous hooms         \$0         \$19,8300         \$15,830         \$15,830         \$15,850           Macellaneous hooms         \$0         \$227,430         \$225,640         \$452,472           EXPENDITIES:         Advances         \$0         \$0         \$334         \$(334)           ADMINISTRATIVE<br>Contingency         \$0         \$0         \$0         \$334         \$(334)           TOTAL ADMINISTRATIVE<br>Contingency         \$0         \$0         \$13,73         \$(13,73)           Table Removal         \$0         \$0         \$13,73         \$(13,73)           Ges         \$0         \$0         \$0         \$0         \$0           Security         \$0         \$0         \$0         \$0         \$0         \$0           Security         \$0  |   | ADOPTED   | PRORATED BUDGET | ACTUAL       |            |  |
|---|---|-----------|-----------------|--------------|------------|--|
| Assessment         Sessessment         Sessesssment         Sessessssssment         Sessessssment         S      | REVENUES  | BUDGET    | THRU 9/30/22    | THRU 9/30/22 | VARIANCE   |  |
| Developer Contributions         \$136.930         \$136.9 |   |           |                 |              |            |  |
| Mescalianeous Income         S0         S766         S768           TOTAL REVENUES         \$227,430         \$227,430         \$226,640         \$462,470           EXPENDITURES:         AddmissTratre         Configency         S0         \$0         \$334         (\$334)           AMENITATE         S0         \$0         \$334         (\$334)         (\$334)           AMENITY CENTER         UNifies         \$0         \$0         \$335         (\$4566)         \$4566         \$50   |   |           |                 |              |            |  |
| EXERNOLUTURES:           ADMINISTRATIVE         S0         S0         S334         (\$334)           CONTIGENTY         S0         S0         S334         (\$334)           CONTIGENTY         S0         S0         S334         (\$334)           Contingency         S0         S334         (\$334)           AMENITY CENTER           Utilities           Telephone         S0         S0         S3         S3 <th c<="" td=""><td></td><td></td><td></td><td></td><td></td></th>   | <td></td> <td></td> <td></td> <td></td> <td></td> |           |                 |              |            |  |
| ADMINISTRATIVE<br>Conlingency         S0         S0         S0         S334         (S334)           TOTAL ADMINISTRATIVE         30         50         \$334         (S334)           Collingency         S0         50         \$334         (S334)           MENTY CENTER         Utilities         S0         S0         \$50         \$4,565         (\$4,565)           Colle         S0         S0         S0         \$50         \$5,565         (\$5,573)         (\$1,573)           Colle         S0         S0         S0         S0         S0         S0         S0           Security         Socards         S0         S0 <t< td=""><td>TOTAL REVENUES</td><td>\$227,430</td><td>\$227,430</td><td>\$225,040</td><td>\$452,470</td></t<>  | TOTAL REVENUES                                    | \$227,430 | \$227,430       | \$225,040    | \$452,470  |  |
| Contingency         S0         S0         S334         (\$334)           TOTAL ADMINISTRATIVE         S0         S0         S334         (\$334)           AMENITY CENTER         Uillilies         S0         S0         S335         (\$533)           Telephone         S0         S0         S0         \$4,566         (\$45,66)           Water/inguion         S0         S0         S0         \$50         S0         S0           Gas         S0         S0         S0         S0         S0         S0         S0           Security         S0         S0         S0         S0         S0         S0         S0           Security         S0         S0         S0         S0         S0         S0         S0           Security         S0         S0         S0         S0         S0         S0         S0           Management Contracts         S0  | EXPENDITURES:                                     |           |                 |              |            |  |
| TOTAL ADMINISTRATIVE         S0         S0         S334         (5334)           AMENITY CENTER<br>Utilises         Telephone         S0         S0         S0         S335         (5835)           Electric         S0         S0         S0         S0         S0         S0         S0           Cable         S0         S0         S0         S0         S0         S0         S0           Gase         S0         S0         S0         S0         S0         S0         S0           Socardy         Socardy         S0         S0         S0         S0         S0         S0           Socardy Cords         S0         S0 <td< td=""><td></td><td>\$0</td><td>\$0</td><td>\$334</td><td>(\$334)</td></td<>  |   | \$0       | \$0             | \$334        | (\$334)    |  |
| AMEMITY CENTER           Utilities         1siephone         \$0         \$0         \$335         \$(835)           Electric         \$0         \$0         \$4,566         \$(84,566)           Water/ingation         \$0         \$0         \$1,573         \$(81,572)           Cable         \$0         \$0         \$0         \$1,573         \$(81,572)           Cable         \$0         \$0         \$0         \$0         \$0         \$0           Security         Socurity         \$0   |   | -         |                 |              |            |  |
| Utilities         S0         \$0         \$18,55,66         (§43,566)           Electric         \$0         \$0         \$4,566         (§4,566)           Cable         \$0         \$0         \$0         \$0         \$0           Gas         \$0         \$0         \$0         \$0         \$0         \$0           Security         \$0  |   |           | +-              | ·····        | (++++)     |  |
| Electric         \$0         \$0         \$4,566         (§4,566)           Water/ingston         \$0         \$0         \$1,573         (§1,573)           Cable         \$0         \$0         \$0         \$0         \$0         \$0           Security         \$0         \$0         \$0         \$0         \$0         \$0         \$0           Security Monitoring         \$0 </td <td></td> <td></td> <td></td> <td></td> <td></td>  |   |           |                 |              |            |  |
| Water/frigation         \$0         \$0         \$0         \$1,573         \$(\$1,573)           Cable         \$0         <   | •   |           |                 |              |            |  |
| Cale         \$0         \$0         \$0         \$0         \$0           Gas         \$0         \$   |   |           |                 |              |            |  |
| Gas         \$0   | •   |           |                 |              |            |  |
| Trash Removal         \$0         \$0         \$0         \$0           Security Monitoring         \$0         \$0         \$0         \$0         \$0           Access Cards         \$0         \$0         \$0         \$5.064         (\$5.064)           Pacility Management/Administrative         \$0         \$0         \$0         \$0         \$0           Pacility Management/Administrative         \$0         \$0         \$0         \$0         \$0           Pool Maintenance         \$0         \$0         \$0         \$0         \$0         \$0           Pool Maintenance         \$0         \$0         \$0         \$0         \$0         \$0         \$0           Pool Maintenance         \$0   |   |           |                 |              |            |  |
| Sec_inty Monitoring         \$0         \$0         \$0         \$0         \$0         \$0           Management Contracts         \$0         \$0         \$0         \$0         \$0         \$0           Field Management Facility Maniterative         \$0         \$0         \$0         \$0         \$0           Pool Attendants         \$0         \$0         \$0         \$0         \$0         \$0           Pool Attendants         \$0         \$0         \$0         \$0         \$0         \$0           Pool Attendants         \$0         \$0         \$0         \$0         \$0         \$0           Pool Maintenance         \$0         \$0         \$0         \$0         \$0         \$0           Itimess Cauptionent Lease         \$0         \$0         \$0         \$27.31         \$(\$27.313)           Repairs & Maintenance         \$0   |   |           |                 |              |            |  |
| Access Cards         S0         S0         S0, S0, S0, S0, S0         S0, S0           Management Contracts         S0         S0         S0         S0         S0           Field Management Contracts         S0         S0         S0         S0         S0           Pool Attendants         S0         S0         S0         S0         S0         S0           Pool Chemicals         S0         S0         S0         S0         S0         S0           Pacility Maintenance         S0         S0         S0         S0         S0         S0           Facility Maintenance         S0         S0         S0         S0         S0         S0           Prote Chemicals         S0         S0 </td <td>Security</td> <td></td> <td></td> <td></td> <td></td>  | Security  |           |                 |              |            |  |
| Management Contracts         S0         S0 <td></td> <td></td> <td></td> <td></td> <td></td>  |   |           |                 |              |            |  |
| Facility Management         \$0         \$0         \$0         \$0         \$0           Field Management/Administrative         \$0 <t< td=""><td></td><td>\$0</td><td>\$0</td><td>\$5,064</td><td>(\$5,064)</td></t<>  |   | \$0       | \$0             | \$5,064      | (\$5,064)  |  |
| Field Management/Administrative         \$0   | 5   | \$0.      | 02              | 02           | ¢0,        |  |
| Pool Attendants         \$0   |   |           |                 |              |            |  |
| Pool Maintenance         \$0  | •   |           |                 |              |            |  |
| Janibrid         Sol         So   |   |           |                 |              |            |  |
| Facility Maintenance         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$10         <  | Pool Chemicals                                    | \$0       | \$0             | \$0          | \$0        |  |
| Files         Equipment Lease         \$0         \$27,313         (\$27,313)           Repairs & Maintenance         \$0         <   | Janitorial Services                               | \$0       | \$0             | \$0          | \$0        |  |
| Repairs & Maintenance         \$0         \$1,000         \$3,000   |   |           |                 |              |            |  |
| Maintenance Reserves         \$0         \$0         \$0         \$0           New Capital Projects         \$0   |   |           |                 |              | ,          |  |
| New Capital Projects         \$0         \$0         \$0         \$0           Special Events         \$0         \$0         \$0         \$3,484         (\$3,484)           Holiday Decorations         \$0         \$0         \$0         \$0         \$0         \$0           Fitness Center Repairs/Supplies         \$0         \$0         \$0         \$0         \$0         \$0           ASCAP/BML Icenses         \$0         \$0         \$0         \$0         \$0         \$0           GROUNDS MAINTENANCE         \$0         \$0         \$0         \$0         \$0         \$0           Hydrology Caulify/Mitgation         \$0         \$0         \$0         \$0         \$0         \$0           Landscape Maintenance         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$10,000         \$0         \$8,000           Soudity/Mitigation         \$0         \$0         \$0         \$5,000         \$0         \$5,000           Subtentight Re   | •   |           |                 |              | ,          |  |
| Special Events         \$0         \$0         \$3,484         (\$3,484)           Holiday Decorations         \$0         \$0         \$0         \$0         \$0           Fitness Center Repairs/Supplies         \$0         \$0         \$0         \$0         \$0           ASCAP/BMI Licenses         \$0         \$0         \$0         \$0         \$0         \$0           TOTAL AMENITY CENTER         \$0         \$0         \$0         \$0         \$0         \$0           GROUNDS MAINTENANCE         \$0         \$0         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Maintenance         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$136,000         \$60,005         \$60,005           Landscape Maintenance         \$8,000         \$80,000         \$0         \$8,000         \$80,000         \$0         \$8,000           Grounds Maintenance         \$3,000         \$3,000         \$1,452         \$1,548         \$1,640         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000 <td></td> <td></td> <td></td> <td></td> <td></td>  |   |           |                 |              |            |  |
| Holiday Decorations         \$0 <td></td> <td></td> <td></td> <td></td> <td></td>   |   |           |                 |              |            |  |
| Filness Center Repairs/Supplies         \$0         \$0         \$0         \$0         \$0           ASCAP/BMI Licenses         \$0         \$0         \$0         \$0         \$0         \$0           TOTAL AMENITY CENTER         \$0         \$0         \$0         \$0         \$0         \$0           GROUNDS MAINTENANCE         \$0         \$0         \$0         \$0         \$0         \$0         \$0           Landscape Maintenance         \$136,000         \$136,000         \$36,000         \$67,256         \$68,744           Landscape Maintenance         \$15,000         \$15,000         \$43,130         (\$28,130)           Lack Maintenance         \$8,000         \$8,000         \$0         \$5,000           Grounds Maintenance         \$33,000         \$3,000         \$0         \$5,000           Pump Repairs         \$3,000         \$3,000         \$0         \$2,000           Irrigation Repairs         \$2,000         \$2,000         \$0         \$2,000           Irrigation Repairs         \$2,000         \$1,452         \$1,548         \$1,640         \$2,9600         \$0         \$3,970           Pavilion Prak Maintenance         \$5,000         \$1,030         \$1,030         \$3,970         \$3,970         <  |   |           |                 |              | ,          |  |
| ASCAP/BMI Licenses         \$0         \$0         \$0         \$0           TOTAL AMENITY CENTER         \$0         \$0         \$45,833         (\$45,833)           GROUNDS MAINTENANCE         Hydrology Quality/Mitigation         \$0         \$0         \$0         \$0           Hydrology Quality/Mitigation         \$0         \$0         \$0         \$0         \$0         \$0           Landscape Maintenance         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Maintenance         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$15,000         \$43,130         (\$28,130)           Lake Maintenance         \$5,000         \$5,000         \$0         \$5,000           Grounds Maintenance         \$3,000         \$3,000         \$0         \$3,000           Irigation Repairs         \$3,000         \$3,000         \$1,452         \$1,548           Field Operations Management         \$9,600         \$9,600         \$0         \$9,600           Dog Park Maintenance         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$5,000         \$10,000         \$5,000         \$5,000<  |   |           |                 |              |            |  |
| TOTAL AMENITY CENTER         \$0         \$0         \$45,833         (\$45,833)           GROUNDS MAINTENANCE         50         \$0         <   | Office Supplies                                   | \$0       | \$0             | \$0          | \$0        |  |
| GROUNDS MAINTENANCE           Hydrology Quality/Mitigation         \$0         \$0         \$0         \$0           Landscape Maintenance         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$15,000         \$43,130         (\$28,130)           Lake Maintenance         \$8,000         \$8,000         \$0         \$8,000           Grounds Maintenance         \$50,000         \$0         \$5,000           Grounds Maintenance         \$50,000         \$5,000         \$0         \$5,000           Grounds Maintenance         \$50,000         \$5,000         \$0         \$5,000           Grounds Maintenance         \$50,000         \$3,000         \$0         \$5,000           Pump Repairs         \$3,000         \$3,000         \$1,452         \$1,548           Field Operations Management         \$9,600         \$0         \$0         \$9,600           Dog Park Maintenance         \$10,000         \$10,000         \$0         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$10,000         \$0         \$5,000           Miscellaneous         \$5,000         \$5,000         \$0         \$5,000         \$0         \$10,830 <td>ASCAP/BMI Licenses</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> <td>\$0</td>   | ASCAP/BMI Licenses                                | \$0       | \$0             | \$0          | \$0        |  |
| Hydrology Quality/Mitigation         \$0         \$0         \$0         \$0           Landscape Maintenance         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$15,000         \$43,130         (\$28,130)           Lake Maintenance         \$5,000         \$50         \$8,000         \$80         \$80,000           Grounds Maintenance         \$5,000         \$5,000         \$0         \$3,000         \$3,000         \$3,000         \$3,000         \$1,452         \$1,548           Field Operations Management         \$9,600         \$0         \$1,030         \$3,970         \$1,030         \$3,970           Pavilion Park Maintenance         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$15,000         \$132,866         \$00           Contingency         \$10,830         \$10,830   | TOTAL AMENITY CENTER                              | \$0       | \$0             | \$45,833     | (\$45,833) |  |
| Landscape Maintenance         \$136,000         \$136,000         \$67,256         \$68,744           Landscape Contingency         \$15,000         \$15,000         \$43,130         (\$28,130)           Lake Maintenance         \$8,000         \$8,000         \$0         \$8,000           Grounds Maintenance         \$5,000         \$5,000         \$0         \$5,000           Grounds Maintenance         \$3,000         \$3,000         \$0         \$5,000           Pump Repairs         \$3,000         \$3,000         \$0         \$2,000           Streetlight Repairs         \$2,000         \$2,000         \$2,000         \$2,000           Irigation Repairs         \$3,000         \$3,000         \$11,452         \$1,548           Field Operations Management         \$9,600         \$0         \$9,600         \$0         \$9,600           Dog Park Maintenance         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$15,000         \$19,998         \$4,998)           Miscellaneous         \$5,000         \$5,000         \$0         \$5,000         \$5,000           TOTAL GROUNDS MAINTENANCE         \$216,600         \$10,830         \$2         \$1   | GROUNDS MAINTENANCE                               |           |                 |              |            |  |
| Landscape Contingency         \$15,000         \$43,130         (\$28,130)           Lake Maintenance         \$8,000         \$8,000         \$0         \$8,000           Grounds Maintenance         \$5,000         \$0         \$5,000         \$0         \$8,000           Pump Repairs         \$3,000         \$0         \$3,000         \$0         \$3,000         \$0         \$3,000           Streetlight Repairs         \$2,000         \$2,000         \$0         \$2,000         \$0         \$2,000           Irigation Repairs         \$3,000         \$3,000         \$1,452         \$1,548         \$1640         \$9,600         \$0         \$2,000         \$0         \$2,000           Dog Park Maintenance         \$3,000         \$1,452         \$1,548         \$1640         \$2600         \$10,000         \$0         \$2,000           Pavilion Park Maintenance         \$5,000         \$5,000         \$10,000         \$0         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$0         \$10,000         \$10,000         \$0         \$10,000         \$0         \$10,000         \$0         \$10,000         \$0         \$10,000         \$0         \$10,000  |   |           |                 |              |            |  |
| Lake Maintenance         \$8,000         \$8,000         \$0         \$8,000           Grounds Maintenance         \$5,000         \$5,000         \$0         \$5,000           Pump Repairs         \$3,000         \$3,000         \$0         \$3,000           Streetight Repairs         \$2,000         \$2,000         \$0         \$2,000           Irrigation Repairs         \$3,000         \$3,000         \$1,452         \$1,548           Field Operations Management         \$9,600         \$0         \$2,000         \$0         \$2,000           Dog Park Maintenance         \$10,000         \$1,030         \$3,970         \$3,970           Pavilion Park Maintenance         \$10,000         \$10,000         \$0         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$10,000         \$10,000         \$10,000           Miscellaneous         \$5,000         \$5,000         \$5,000         \$0         \$5,000         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000         \$2,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$10,000         \$0         \$5,000         \$2,000         \$2,000         \$2,000         <  |   |           |                 |              |            |  |
| Grounds Maintenance         \$5,000         \$5,000         \$0         \$5,000           Pump Repairs         \$3,000         \$3,000         \$0         \$3,000           Streetiight Repairs         \$2,000         \$2,000         \$0         \$2,000           Irrigation Repairs         \$3,000         \$3,000         \$1,452         \$1,548           Field Operations Management         \$9,600         \$0         \$9,600         \$0         \$9,600           Dog Park Maintenance         \$5,000         \$10,000         \$10,000         \$10,000         \$10,000           Pavilion Park Maintenance         \$10,000         \$10,000         \$0         \$10,000         \$10,000           Pavilion Park Maintenance         \$10,000         \$10,000         \$0         \$10,000         \$10,000         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$15,000         \$19,998         \$4,998)           Miscellaneous         \$5,000         \$5,000         \$12,866         \$00           Contingency         \$10,830         \$10,830         \$2         \$10,828           TOTAL EXPENDITURES         \$227,430         \$227,430         \$179,035         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0 <t< td=""><td></td><td></td><td></td><td></td><td></td></t<>  |   |           |                 |              |            |  |
| Pump Repairs         \$3,000         \$3,000         \$0         \$3,000           Streetlight Repairs         \$2,000         \$2,000         \$0         \$2,000           Irrigation Repairs         \$3,000         \$3,000         \$1,452         \$1,548           Field Operations Management         \$9,600         \$0         \$0         \$9,600           Dog Park Maintenance         \$5,000         \$5,000         \$1,030         \$3,970           Pavilion Park Maintenance         \$10,000         \$10,000         \$0         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$15,000         \$19,998         \$4,998)           Miscellaneous         \$5,000         \$5,000         \$10,000         \$0         \$5,000           TOTAL GROUNDS MAINTENANCE         \$216,600         \$216,600         \$132,866         \$0           Contingency         \$10,830         \$10,830         \$2         \$10,828           TOTAL EXPENDITURES         \$227,430         \$227,430         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$46,006         \$46,006           Fund Balance - Beginning         \$0         \$0         \$0         \$0   |   |           |                 |              |            |  |
| Streetlight Repairs         \$2,000         \$2,000         \$0         \$2,000           Irigation Repairs         \$3,000         \$3,000         \$1,452         \$1,548           Field Operations Management         \$9,600         \$0         \$9,600         \$0         \$9,600           Dog Park Maintenance         \$5,000         \$5,000         \$1,030         \$3,970           Pavilion Park Maintenance         \$10,000         \$0         \$10,000         \$0         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$15,000         \$19,998         (\$4,998)           Miscellaneous         \$5,000         \$5,000         \$0         \$5,000         \$0         \$0           TOTAL GROUNDS MAINTENANCE         \$216,600         \$216,600         \$132,866         \$0         \$0           Contingency         \$10,830         \$10,830         \$2         \$10,828         \$227,430         \$227,430         \$179,035         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$0         \$0         \$0         \$0   |   |           |                 |              |            |  |
| Irrigation Repairs       \$3,000       \$1,452       \$1,548         Field Operations Management       \$9,600       \$9,600       \$0       \$9,600         Dog Park Maintenance       \$5,000       \$5,000       \$10,030       \$3,970         Pavilion Park Maintenance       \$10,000       \$10,000       \$0       \$10,000         Pavilion Park Maintenance       \$10,000       \$10,000       \$0       \$10,000         Entry Gate(s) Access Control & Monitoring       \$15,000       \$15,000       \$19,998       (\$4,998)         Miscellaneous       \$5,000       \$5,000       \$0       \$5,000       \$0         TOTAL GROUNDS MAINTENANCE       \$216,600       \$216,600       \$132,866       \$0         Contingency       \$10,830       \$10,830       \$2       \$10,828         TOTAL EXPENDITURES       \$227,430       \$179,035       \$48,395         EXCESS REVENUES/(EXPENDITURES)       \$0       \$46,006       \$0         Fund Balance - Beginning       \$0       \$0       \$0   |   |           |                 |              |            |  |
| Dog Park Maintenance         \$5,000         \$1,030         \$3,970           Pavilion Park Maintenance         \$10,000         \$10,000         \$0         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$15,000         \$19,998         (\$4,998)           Miscellaneous         \$5,000         \$5,000         \$0         \$10,000           TOTAL GROUNDS MAINTENANCE         \$216,600         \$216,600         \$132,866         \$00           Contingency         \$10,830         \$10,830         \$22         \$10,828           TOTAL EXPENDITURES         \$227,430         \$227,430         \$248,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$46,006         \$00           Fund Balance - Beginning         \$0         \$0         \$0   | Irrigation Repairs                                | \$3,000   | \$3,000         | \$1,452      | \$1,548    |  |
| Pavilion Park Maintenance         \$10,000         \$0         \$10,000           Entry Gate(s) Access Control & Monitoring         \$15,000         \$15,000         \$19,998         (\$4,998)           Miscellaneous         \$5,000         \$5,000         \$0         \$5,000         \$0         \$5,000           TOTAL GROUNDS MAINTENANCE         \$216,600         \$2216,600         \$132,866         \$0         \$0           Contingency         \$10,830         \$10,830         \$2         \$10,828         \$10,830         \$22         \$10,828           TOTAL EXPENDITURES         \$227,430         \$127,430         \$179,035         \$48,395         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$0         \$0         \$0         \$0   |   |           |                 |              |            |  |
| Entry Gate(s) Access Control & Monitoring<br>Miscellaneous         \$15,000         \$15,000         \$19,998         (\$4,998)           Miscellaneous         \$5,000         \$5,000         \$0         \$5,000           TOTAL GROUNDS MAINTENANCE         \$216,600         \$216,600         \$132,866         \$0           Contingency         \$10,830         \$10,830         \$2         \$10,828           TOTAL EXPENDITURES         \$227,430         \$179,035         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$0         \$0           Fund Balance - Beginning         \$0         \$0         \$0  | 0   |           |                 |              |            |  |
| Miscellaneous         \$5,000         \$0         \$5,000           TOTAL GROUNDS MAINTENANCE         \$216,600         \$216,600         \$132,866         \$0           Contingency         \$10,830         \$10,830         \$2         \$10,828           TOTAL EXPENDITURES         \$227,430         \$1227,430         \$179,035         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$46,006         \$0   |   |           |                 |              |            |  |
| Contingency         \$10,830         \$10,830         \$2         \$10,828           TOTAL EXPENDITURES         \$227,430         \$227,430         \$179,035         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$46,006         \$0           Fund Balance - Beginning         \$0         \$0         \$0   |   |           |                 |              |            |  |
| TOTAL EXPENDITURES         \$227,430         \$179,035         \$48,395           EXCESS REVENUES/(EXPENDITURES)         \$0         \$46,006           Fund Balance - Beginning         \$0         \$0  | TOTAL GROUNDS MAINTENANCE                         | \$216,600 | \$216,600       | \$132,866    | \$0        |  |
| EXCESS REVENUES/(EXPENDITURES) \$0 \$46,006<br>Fund Balance - Beginning \$0 \$0   | Contingency                                       | \$10,830  | \$10,830        | \$2          | \$10,828   |  |
| Fund Balance - Beginning \$0 \$0  | TOTAL EXPENDITURES                                | \$227,430 | \$227,430       | \$179,035    | \$48,395   |  |
|   | EXCESS REVENUES/(EXPENDITURES)                    | \$0       |                 | \$46,006     |            |  |
| Fund Balance - Ending \$0 \$46,006  | Fund Balance - Beginning                          | \$0       |                 | \$0          |            |  |
|   | Fund Balance - Ending                             | \$0       |                 | \$46,006     |            |  |

## Six Mile Creek Community Development District Reverie Fund (East Parcel)

|  | 0.1            | New            | Dee            | L              | <b>F</b> .1    | Max            | A              | Max            | h              | 1.1            | A              | 0              | <b>T</b> . ( . )   |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------------|
| <b>D</b>   | Oct.           | Nov.           | Dec.           | Jan.           | Feb.           | Mar.           | Apr.           | May            | Jun.           | Jul.           | Aug.           | Sept.          | Total              |
| <u>Revenues:</u>   |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Assessments - Tax Roll                                     | \$0            | \$12,394       | \$18,354       | \$35,480       | \$8,729        | \$2,127        | \$7,718        | \$0            | \$2,543        | \$0            | \$0            | \$0            | \$87,344           |
| Developer Contributions                                    | \$20,000       | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$58,465       | \$0            | \$0            | \$58,465       | \$0            | \$136,930          |
| Miscellaneous Income                                       | \$0            | \$0            | \$0            | \$125          | \$0            | \$100          | \$50           | \$50           | \$175          | \$125          | \$116          | \$25           | \$766              |
| Total Revenues   | \$20,000       | \$12,394       | \$18,354       | \$35,605       | \$8,729        | \$2,227        | \$7,768        | \$58,515       | \$2,718        | \$125          | \$58,581       | \$25           | \$225,040          |
|  |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Expenditures:  |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Administrative   |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Contingency  | \$0            | \$0            | \$0            | \$0            | \$10           | \$129          | \$41           | \$37           | \$38           | \$37           | \$32           | \$11           | \$334              |
|  |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Total Administrative                                       | \$0            | \$0            | \$0            | \$0            | \$10           | \$129          | \$41           | \$37           | \$38           | \$37           | \$32           | \$11           | \$334              |
| Amenity Center   |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Utilities  |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Telephone  | \$70<br>\$301  | \$70<br>\$362  | \$70<br>\$337  | \$70<br>\$347  | \$70<br>\$180  | \$70<br>\$307  | \$70<br>\$337  | \$70<br>\$602  | \$70<br>\$594  | \$70<br>\$328  | \$70<br>\$489  | \$70<br>\$382  | \$835<br>\$4,566   |
| Electric<br>Water/Irrigation                               | \$301<br>\$13  | \$362<br>\$14  | \$337<br>\$14  | \$347<br>\$14  | \$180          | \$307<br>\$14  | \$337<br>\$14  | \$602<br>\$14  | \$594<br>\$14  | \$328<br>\$502 | \$489<br>\$480 | \$382<br>\$466 | \$4,566<br>\$1,573 |
| Cable  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$302          | \$400<br>\$0   | \$400<br>\$0   | \$0                |
| Gas  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Trash Removal  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Security   | **             | **             | **             | **             |                | **             | <b>A</b> .C    | **             | **             |                | <b>A</b> 0     | **             | **                 |
| Security Monitoring<br>Access Cards                        | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$5,064 | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$5,064     |
| Management Contracts                                       | <b>4</b> 0     | <b>4</b> 0     | <b>\$</b> 0    | φU             | 20             | <b>\$</b> 0    | \$5,004        | φU             | φU             | 30             | <b>4</b> 0     | <b>4</b> 0     | \$5,004            |
| Facility Management  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Field Management/Administrative                            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Pool Attendants  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Pool Maintenance   | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Pool Chemicals<br>Janitorial Services                      | \$0<br>\$0         |
| Facility Maintenance                                       | \$0<br>\$0         |
| Fitness Equipment Lease                                    | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$456          | \$23,522       | \$3,335        | \$27,313           |
| Repairs & Maintenance                                      | \$0            | \$2,095        | \$0            | \$0            | \$0            | \$0            | \$0            | \$68           | \$0            | \$0            | \$592          | \$245          | \$3,000            |
| Maintenance Reserves                                       | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| New Capital Projects                                       | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Special Events<br>Holiday Decorations                      | \$0<br>\$0     | \$1,724<br>\$0 | \$1,093<br>\$0 | \$0<br>\$0     | \$0<br>\$0     | \$277<br>\$0   | \$0<br>\$0     | \$389<br>\$0   | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$3,484<br>\$0     |
| Fitness Center Repairs/Supplies                            | \$0<br>\$0     | \$0<br>\$0     | \$0            | \$0<br>\$0     | \$0            | \$0<br>\$0         |
| Office Supplies  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| ASCAP/BMI Licenses   | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Total Amenity Center                                       | \$383          | \$4,265        | \$1,513        | \$430          | \$263          | \$668          | \$5,485        | \$1,143        | \$678          | \$1,354        | \$25,153       | \$4,498        | \$45,833           |
| Grounds Maintenance  |                |                |                |                |                |                |                |                |                |                |                |                |                    |
| Hydrology Quality/Mitigation                               | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Landscape Maintenance                                      | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$5,605        | \$67,256           |
| Landscape Contingency                                      | \$9,000        | \$0            | \$10,350       | \$0            | \$13,750       | \$0            | \$8,100        | \$0            | \$1,930        | \$0            | \$0            | \$0            | \$43,130           |
| Lake Maintenance   | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Grounds Maintenance  | \$0<br>\$0     | \$0<br>©0      | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0         |
| Pump Repairs<br>Streetlight Repairs                        | \$0<br>\$0     | \$U<br>\$0         |
| Irrigation Repairs   | \$0<br>\$0     | \$0<br>\$0     | \$0            | \$310          | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$0<br>\$0     | \$1,142        | \$0<br>\$0     | \$1,452            |
| Field Operations Management                                | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Dog Park Maintenance                                       | \$0            | \$0            | \$103          | \$103          | \$103          | \$103          | \$103          | \$103          | \$103          | \$103          | \$103          | \$103          | \$1,030            |
| Pavilion Park Maintenance                                  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0                |
| Entry Gate(s) Access Control & Monitoring<br>Miscellaneous | \$1,030<br>\$0 | \$1,462<br>\$0 | \$1,142<br>\$0 | \$1,222<br>\$0 | \$1,512<br>\$0 | \$1,612<br>\$0 | \$1,682<br>\$0 | \$1,822<br>\$0 | \$1,962<br>\$0 | \$2,082<br>\$0 | \$2,202<br>\$0 | \$2,272<br>\$0 | \$19,998<br>\$0    |
| Miscellaneous  | \$U            | <b>\$</b> 0    | \$0            | \$U            | \$U            | <b>Ф</b> О     | <b>Ф</b> О     | \$U            | <b>Ф</b> О     | \$0            | \$U            | \$U            | 20                 |
| Total Grounds Maintenance                                  | \$15,635       | \$7,066        | \$17,199       | \$7,239        | \$20,969       | \$7,319        | \$15,489       | \$7,529        | \$9,599        | \$7,789        | \$9,051        | \$7,979        | \$132,866          |
| Contingency  | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$2            | \$0            | \$0            | \$0            | \$2                |
| Total Expenditures   | \$16,018       | \$11,331       | \$18,713       | \$7,669        | \$21,242       | \$8,116        | \$21,015       | \$8,710        | \$10,316       | \$9,181        | \$34,236       | \$12,488       | \$179,035          |
| Excess Revenues (Expenditures)                             | \$3,982        | \$1,064        | (\$359)        | \$27,935       | (\$12,513)     | (\$5,890)      | (\$13,247)     | \$49,805       | (\$7,598)      | (\$9,056)      | \$24,345       | (\$12,463)     | \$46,006           |
|  |                |                |                |                |                |                |                |                |                |                |                |                |                    |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2007A

Statement of Revenues & Expenditures

September 30, 2022

|  | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22 | VARIANCE   |
|--|-------------------|---------------------------------|------------------------|------------|
| REVENUES:  |                   |                                 |                        |            |
| Interest   | \$0               | \$0                             | \$43                   | \$43       |
| TOTAL REVENUES                                     | \$0               | \$0                             | \$43                   | \$43       |
| EXPENDITURES:                                      |                   |                                 |                        |            |
| <u>Series 2007</u><br>Debt Service Obligation      | \$0               | \$0                             | \$0                    | \$0        |
| TOTAL EXPENDITURES                                 | \$0               | \$0                             | \$0                    | \$0        |
| EXCESS REVENUES/(EXPENDITURES)                     | \$0               |                                 | \$43                   |            |
| OTHER SOURCES/(USES)                               |                   |                                 |                        |            |
| Interfund Transfer Out<br>Other Debt Service Costs | \$0<br>\$0        |                                 | \$0<br>\$0             | \$0<br>\$0 |
| TOTAL OTHER SOURCES/(USES)                         | \$0               | \$0                             | \$0                    | \$0        |
| Net Change in Fund Balance                         | \$0               |                                 | \$43                   |            |
| Fund Balance - Beginning                           | \$0               |                                 | \$25,402               |            |
| Fund Balance - Ending                              | \$0               |                                 | \$25,445               |            |
| Fund Balance Calculation                           |                   |                                 |                        |            |

| Reserve | \$25,445 |
|---------|----------|
|         | \$25,445 |

#### Six Mile Creek **Community Development District** Debt Service Fund - Series 2015

Statement of Revenues & Expenditures September 30, 2022

| OCP | CINDCI | 50, | 2022 |
|-----|--------|-----|------|
|     |        |     |      |

|  | ADOPTED<br>BUDGET  | PRORATED BUDGET<br>THRU 9/30/22                      | ACTUAL<br>THRU 9/30/22  | VARIANCE  |
|--|--|--|---|---|
| REVENUES:  |  |  |   |   |
| Assessments - Tax Roll<br>Interest Income  | \$214,408<br>\$0   | \$214,408<br>\$0                                     | \$216,167<br>\$796  | \$1,759<br>\$796                                |
| TOTAL REVENUES   | \$214,408  | \$214,408  | \$216,962   | \$645,778                                       |
| EXPENDITURES:  |  |  |   |   |
| Series 2015<br>Interest Expense - 11/1<br>Principal Expense - 05/1<br>Interest Expense - 05/1<br>Special Call - 05/1<br>TOTAL EXPENDITURES<br>EXCESS REVENUES/(EXPENDITURES)<br>Fund Balance - Beginning | \$59,016<br>\$95,000<br>\$59,016<br>\$0<br>\$213,031<br>\$1,377<br><b>\$87,443</b> | \$59,016<br>\$95,000<br>\$59,016<br>\$0<br>\$213,031 | \$58,891<br>\$95,000<br>\$58,891<br>\$5,000<br>\$217,781<br>(\$819)<br><b>\$249,789</b> | \$125<br>\$0<br>\$125<br>(\$5,000)<br>(\$4,750) |
| Fund Balance - Ending  | \$88,820   |  | \$248,970   |   |
| Fund Balance Calculation<br><u>Series 2015</u><br>Reserve<br>Revenue   | \$159,469<br>\$89,501<br>\$248,970   | -  |   |   |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2016A

Statement of Revenues & Expenditures

. September 30, 2022

| [   | ADOPTED<br>BUDGET                                 | PRORATED BUDGET<br>THRU 9/30/22                   | ACTUAL<br>THRU 9/30/22                                     | VARIANCE                                |
|---|---|---|--|---|
| REVENUES:   |   |   |  |   |
| Assessments<br>Assessments - Prepayments<br>Interest Income   | \$444,917<br>\$0<br>\$0                           | \$444,917<br>\$0<br>\$0                           | \$448,566<br>\$38,998<br>\$570                             | \$3,649<br>\$570                        |
| TOTAL REVENUES  | \$444,917   | \$444,917   | \$488,133  | \$4,218                                 |
| EXPENDITURES:   |   |   |  |   |
| <u>Series 2016A</u><br>Special Call - 11/1<br>Interest Expense - 11/1<br>Principal Expense - 11/1<br>Interest Expense - 05/1<br>Special Call - 05/1 | \$0<br>\$165,872<br>\$110,000<br>\$163,259<br>\$0 | \$0<br>\$165,872<br>\$110,000<br>\$163,259<br>\$0 | \$5,000<br>\$165,872<br>\$110,000<br>\$163,116<br>\$45,000 | (\$5,000)<br>\$0<br>\$144<br>(\$45,000) |
| TOTAL EXPENDITURES  | \$439,131   | \$439,131   | \$488,988  | (\$49,856)                              |
| EXCESS REVENUES/(EXPENDITURES)  | \$5,786   |   | (\$855)  |   |
| Fund Balance - Beginning  | \$371,026   |   | \$809,468  |   |
| Fund Balance - Ending =   | \$376,812   |   | \$808,614  |   |
| Fund Balance Calculation  |   |   |  |   |
| <u>Series 2016A</u><br>Reserve<br>Revenue<br>Prepayment   | \$442,600<br>\$366,013<br><u>\$0</u><br>\$808,614 | -   |  |   |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2016B

Statement of Revenues & Expenditures

. September 30, 2022

| [   | ADOPTED<br>BUDGET  | PRORATED BUDGET<br>THRU 9/30/22                              | ACTUAL<br>THRU 9/30/22   | VARIANCE  |
|---|--|--|--|---|
| REVENUES:   |  |  |  |   |
| Assessments - Direct<br>Assessments - Prepayments<br>Interest Income<br>Transfer In   | \$115,444<br>\$0<br>\$0<br>\$0                               | \$115,444<br>\$0<br>\$0<br>\$0                               | \$27,613<br>\$28,333<br>\$44<br>\$966,037  | (\$87,832)<br>\$28,333<br>\$44<br>\$966,037   |
| TOTAL REVENUES  | \$115,444  | \$115,444  | \$1,022,026  | \$906,582   |
| EXPENDITURES:   |  |  |  |   |
| Series 2016B<br>Special Call - 11/1<br>Interest Expense - 11/1<br>Principal Expense - 12/3<br>Premium - 12/3<br>Interest Expense - 12/3<br>Interest Expense - 05/1<br>Special Call - 05/1 | \$40,000<br>\$58,897<br>\$0<br>\$0<br>\$0<br>\$57,722<br>\$0 | \$40,000<br>\$58,897<br>\$0<br>\$0<br>\$0<br>\$57,722<br>\$0 | \$55,000<br>\$58,897<br>\$1,010,000<br>\$10,100<br>\$5,274<br>\$27,613<br>\$35,000 | (\$15,000)<br>\$0<br>(\$1,010,000)<br>(\$10,100)<br>(\$5,274)<br>\$30,109<br>(\$35,000) |
| TOTAL EXPENDITURES  | \$156,619  | \$156,619  | \$1,201,884  | (\$1,045,265)   |
| EXCESS REVENUES/(EXPENDITURES)  | (\$41,175)   |  | (\$179,857)  |   |
| Fund Balance - Beginning  | \$108,404  |  | \$236,930  |   |
| Fund Balance - Ending   | \$67,229   |  | \$57,072   |   |
| Fund Balance Calculation  |  |  |  |   |
| <u>Series 2016B</u><br>Reserve<br>Revenue<br>Prepayment<br>Optional Redemption  | \$55,225<br>\$1,845<br>\$0<br><u>\$2</u><br>\$57,072         | -  |  |   |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2017A

Statement of Revenues & Expenditures

September 30, 2022

| [  | ADOPTED<br>BUDGET                                     | PRORATED BUDGET<br>THRU 9/30/22                   | ACTUAL<br>THRU 9/30/22  | VARIANCE  |
|--|---|---|---|---|
| REVENUES:  |   |   |   |   |
| Assessments<br>Assessments - Lot Closings<br>Interest Income   | \$704,394<br>\$0<br>\$50                              | \$704,394<br>\$0<br>\$50                          | \$603,286<br>\$100,563<br>\$797                                     | (\$101,108)<br>\$100,563<br>\$747                         |
| TOTAL REVENUES   | \$704,444   | \$704,444   | \$704,647   | \$203   |
| EXPENDITURES:  |   |   |   |   |
| <u>Series 2017A</u><br>Interest Expense - 11/1<br>Principal Expense - 11/1<br>Interest Expense - 02/1<br>Special Call - 02/1<br>Interest Expense - 05/1<br>Special Call - 05/1 | \$258,528<br>\$185,000<br>\$0<br>\$255,175<br>\$0     | \$258,528<br>\$185,000<br>\$0<br>\$255,175<br>\$0 | \$258,528<br>\$185,000<br>\$308<br>\$25,000<br>\$254,559<br>\$5,000 | \$0<br>\$0<br>(\$308)<br>(\$25,000)<br>\$616<br>(\$5,000) |
| TOTAL EXPENDITURES   | \$698,703   | \$698,703   | \$728,395   | (\$29,692)  |
| EXCESS REVENUES/(EXPENDITURES)   | \$5,741   |   | (\$23,749)  |   |
| Fund Balance - Beginning   | \$464,520   |   | \$1,176,573   |   |
| Fund Balance - Ending =  | \$470,261   |   | \$1,152,824   |   |
| Fund Balance Calculation   |   |   |   |   |
| <u>Series 2017A</u><br>Reserve<br>Revenue<br>Interest<br>Prepayment  | \$701,088<br>\$451,036<br>\$0<br>\$700<br>\$1,152,824 | -   |   |   |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2017B

Statement of Revenues & Expenditures

September 30, 2022

|                                | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22 | VARIANCE    |
|--------------------------------|-------------------|---------------------------------|------------------------|-------------|
|                                | DODOLI            |                                 |                        | VIIIIIII    |
| REVENUES:                      |                   |                                 |                        |             |
| Assessments - Direct           | \$27,552          | \$27,552                        | \$9,630                | (\$17,923)  |
| Assessments - Prepayments      | \$0               | \$0                             | \$200,350              | \$200,350   |
| Assessments - Lot Closings     | \$0               | \$0                             | \$3,478                | \$3,478     |
| Interest                       | \$0               | \$0                             | \$15                   | \$15        |
| TOTAL REVENUES                 | \$27,552          | \$27,552                        | \$213,472              | \$185,919   |
| EXPENDITURES:                  |                   |                                 |                        |             |
| Series 2017B                   |                   |                                 |                        |             |
| Special Call - 11/1            | \$0               | \$0                             | \$65,000               | (\$65,000)  |
| Interest Expense - 11/1        | \$13,776          | \$13,776                        | \$13,776               | \$0         |
| Interest Expense - 02/1        | \$0               | \$0                             | \$334                  | (\$334)     |
| Special Call - 02/1            | \$0               | \$0                             | \$25,000               | (\$25,000)  |
| Interest Expense - 05/1        | \$13,776          | \$13,776                        | \$11,369               | \$2,408     |
| Special Call - 05/1            | \$0               | \$0                             | \$80,000               | (\$80,000)  |
| Interest Expense - 08/1        | \$0               | \$0                             | \$669                  | (\$669)     |
| Special Call - 08/1            | \$0               | \$0                             | \$50,000               | (\$50,000)  |
| TOTAL EXPENDITURES             | \$27,553          | \$27,553                        | \$246,148              | (\$218,596) |
| EXCESS REVENUES/(EXPENDITURES) | (\$0)             | 1                               | (\$32,676)             |             |
| Fund Balance - Beginning       | \$18,397          |                                 | \$101,654              |             |
| Fund Balance - Ending          | \$18,396          |                                 | \$68,978               |             |
|                                |                   |                                 |                        |             |
| Fund Balance Calculation       |                   |                                 |                        |             |
| <u>Series 2017B</u>            |                   |                                 |                        |             |
| Reserve                        | \$13,843          |                                 |                        |             |
| Revenue                        | \$1,517           |                                 |                        |             |

|            | ψ10,0+0  |
|------------|----------|
| Revenue    | \$1,517  |
| Interest   | \$3      |
| Prepayment | \$53,615 |
|            | \$68,978 |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2020

Statement of Revenues & Expenditures

September 30, 2022

|  | ADOPTED<br>BUDGET                   | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22              | VARIANCE          |  |
|--|-------------------------------------|---------------------------------|-------------------------------------|-------------------|--|
| REVENUES:  |                                     |                                 |                                     |                   |  |
| Assessments<br>Interest Income   | \$414,875<br>\$0                    |                                 | \$418,508<br>\$491                  | \$3,633<br>\$491  |  |
| TOTAL REVENUES   | \$414,875                           | \$414,875                       | \$418,999                           | \$4,124           |  |
| EXPENDITURES:  |                                     |                                 |                                     |                   |  |
| <u>Series 2020</u><br>Interest Expense - 11/1<br>Principal Expense - 11/1<br>Interest Expense - 05/1 | \$140,828<br>\$130,000<br>\$138,797 | \$130,000                       | \$140,828<br>\$130,000<br>\$138,797 | \$0<br>\$0<br>\$0 |  |
| TOTAL EXPENDITURES   | \$409,625                           | \$409,625                       | \$409,625                           | \$0               |  |
| EXCESS REVENUES/(EXPENDITURES)   | \$5,250                             |                                 | \$9,374                             |                   |  |
| Fund Balance - Beginning   | \$274,079                           |                                 | \$688,956                           |                   |  |
| Fund Balance - Ending  | \$279,329                           |                                 | \$698,330                           |                   |  |
| Fund Balance Calculation   |                                     |                                 |                                     |                   |  |
| <u>Series 2020</u><br>Reserve  | \$414,875                           |                                 |                                     |                   |  |

\$283,455 \$698,330

Revenue

#### Six Mile Creek Community Development District Debt Service Fund - Series 2021 Assessment Area 3 Phase 1 Statement of Revenues & Expenditures September 30, 2022

|  | ADOPTED<br>BUDGET                   | PRORATED BUDGET<br>THRU 9/30/22     | ACTUAL<br>THRU 9/30/22              | VARIANCE                          |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| REVENUES:  |                                     |                                     |                                     |                                   |
| Assessments - Direct Billed<br>Assessments - Lot Closings<br>Interest                                | \$566,300<br>\$0<br>\$0             | \$566,300<br>\$0<br>\$0             | \$396,515<br>\$169,935<br>\$526     | (\$169,785)<br>\$169,935<br>\$526 |
| TOTAL REVENUES   | \$566,300                           | \$566,300                           | \$566,976                           | \$676                             |
| EXPENDITURES:  |                                     |                                     |                                     |                                   |
| <u>Series 2021</u><br>Interest Expense - 11/1<br>Principal Expense - 05/1<br>Interest Expense - 05/1 | \$248,063<br>\$205,000<br>\$180,775 | \$248,063<br>\$205,000<br>\$180,775 | \$248,063<br>\$205,000<br>\$180,775 | (\$0)<br>\$0<br>\$0               |
| TOTAL EXPENDITURES   | \$633,838                           | \$633,838                           | \$633,838                           | (\$0)                             |
| EXCESS REVENUES/(EXPENDITURES)   | (\$67,538)                          | 1                                   | (\$66,863)                          |                                   |
| Fund Balance - Beginning   | \$248,083                           |                                     | \$814,535                           |                                   |
| Fund Balance - Ending  | \$180,544                           |                                     | \$747,672                           |                                   |
| Fund Balance Calculation   |                                     |                                     |                                     |                                   |
| Series 2021 AA3 PH1  | ¢500.450                            |                                     |                                     |                                   |
| Reserve<br>Revenue   | \$566,450<br>\$181,222              |                                     |                                     |                                   |
|  | \$747,672                           | -                                   |                                     |                                   |
|  |                                     |                                     |                                     |                                   |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2021 Assessment Area 3 Phase 2 Statement of Revenues & Expenditures September 30, 2022

| [  | ADOPTED<br>BUDGET                         | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22         | VARIANCE              |
|--|---|---------------------------------|--------------------------------|-----------------------|
| REVENUES:  |   |                                 |                                |                       |
| Bond Proceeds<br>Net Premium<br>Interest   | \$196,735<br>\$41,593<br>\$0              | \$196,735<br>\$41,593<br>\$0    | \$196,735<br>\$41,593<br>\$137 | \$0<br>(\$1)<br>\$137 |
| TOTAL REVENUES   | \$238,328                                 | \$238,328                       | \$238,465                      | \$137                 |
| EXPENDITURES:  |   |                                 |                                |                       |
| <u>Series 2021</u><br>Interest Expense - 11/1<br>Principal Expense - 05/1<br>Interest Expense - 05/1 | \$0<br>\$0<br>\$41,850                    | \$0<br>\$0<br>\$41,850          | \$0<br>\$0<br>\$41,850         | \$0<br>\$0<br>\$0     |
| TOTAL EXPENDITURES   | \$41,850                                  | \$41,850                        | \$41,850                       | \$0                   |
| EXCESS REVENUES/(EXPENDITURES)   | \$196,478                                 |                                 | \$196,615                      |                       |
| Fund Balance - Beginning   | \$0                                       |                                 | \$0                            |                       |
| Fund Balance - Ending  | \$196,478                                 |                                 | \$196,615                      |                       |
| Fund Balance Calculation   |   |                                 |                                |                       |
| <u>Series 2021 AA3 PH2</u><br>Reserve<br>Revenue<br>Capitalized Interest                             | \$149,200<br>\$4<br>\$47,411<br>\$196,615 | -                               |                                |                       |

#### Six Mile Creek Community Development District Debt Service Fund - Series 2021 Assessment Area 2 Phase 3B Statement of Revenues & Expenditures September 30, 2022

|   | ADOPTED<br>BUDGET  | PRORATED BUDGET<br>THRU 9/30/22                     | ACTUAL<br>THRU 9/30/22   | VARIANCE                        |
|---|--|---|--|---------------------------------|
| REVENUES:   |  |   |  |                                 |
| Bond Proceeds<br>Net Premium<br>Interest  | \$1,575,829<br>\$129,699<br>\$0                                  | \$1,575,829<br>\$129,699<br>\$0                     | \$1,575,829<br>\$129,699<br>\$425                                | (\$0)<br>\$0<br>\$425           |
| TOTAL REVENUES  | \$1,705,528  | \$1,705,528   | \$1,705,953  | \$425                           |
| EXPENDITURES:   |  |   |  |                                 |
| Series 2021<br>Interest Expense - 11/1<br>Principal Expense - 05/1<br>Interest Expense - 05/1<br>Transfer Out<br>TOTAL EXPENDITURES<br>EXCESS REVENUES/(EXPENDITURES) | \$0<br>\$0<br>\$130,678<br>\$966,037<br>\$1,096,715<br>\$608,813 | \$0<br>\$0<br>\$130,678<br>\$966,037<br>\$1,096,715 | \$0<br>\$0<br>\$130,678<br>\$966,037<br>\$1,096,715<br>\$609,238 | \$0<br>\$0<br>\$0<br>\$0<br>\$0 |
| Fund Balance - Beginning  | \$0  |   | \$0  |                                 |
| Fund Balance - Ending   | \$608,813  |   | \$609,238  |                                 |
| Fund Balance Calculation  |  |   |  |                                 |
| <u>Series 2021 AA2 PH3B</u><br>Reserve<br>Revenue<br>Capitalized Interest   | \$460,875<br>\$320<br><u>\$148,043</u><br>\$609,238              | -   |  |                                 |

#### Six Mile Creek Community Development District Developer Contributions/Due to Developer

| Funding<br>Request<br># | Prepare<br>Date | Check# | Received<br>Date  | Payment<br>Amount | Total<br>Funding<br>Request | General<br>Fund<br>Portion (FY21) | General<br>Fund<br>Portion (FY22) | Capital 2017<br>(Due to<br>Developer) | Capital 2020<br>(Due to<br>Developer) | Capital 2021 PH1<br>(Due to<br>Developer) | Capital 2021 PH2<br>& 3B (Due to<br>Developer) | Capital<br>(Due to<br>Developer) | Over and<br>(short)<br>Balance Due |
|-------------------------|-----------------|--------|-------------------|-------------------|-----------------------------|-----------------------------------|-----------------------------------|---------------------------------------|---------------------------------------|---|--|----------------------------------|------------------------------------|
| #                       |                 |        |                   |                   | Nequest                     | Portion (F121)                    | For tion (1122)                   | Developer                             | Developel)                            | Developel)                                | Developer                                      | Developer/                       | Dalalice Due                       |
| 1                       | 10/8/21         | WIRE   | 11/17/21          | \$52,473.46       | \$52,473,46                 | \$18,440.08                       | \$34,033.38                       | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 1-2020                  | 10/29/21        | WIRE   | 11/23/21          | \$789,634.53      | \$789,634.53                | \$0.00                            | \$0.00                            | \$0.00                                | \$789,634.53                          | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 1-2017NW                | 11/15/21        | VOID   | VOID              | \$0.00            | \$0.00                      | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 2-2020                  | 11/15/21        | WIRE   | 121/21            | \$14,948.00       | \$14,948.00                 | \$0.00                            | \$0.00                            | \$0.00                                | \$14,948.00                           | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 1-CS                    | 11/15/21        | WIRE   | 11/23/21          | \$35,584.97       | \$35,584.97                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$35,584.97                      | \$0.00                             |
| 2-2017NW                | 11/25/21        | WIRE   | 12/15/21          | \$162,698.80      | \$162,698.80                | \$0.00                            | \$0.00                            | \$162,698.80                          | \$0.00                                | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 3-2020                  | 11/25/21        | WIRE   | 12/15/21          | \$175,836.84      | \$175,836.84                | \$0.00                            | \$0.00                            | \$0.00                                | \$175,836.84                          | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 4-2020                  | 11/25/21        | WIRE   | 12/15/21          | \$2,635.00        | \$2,635.00                  | \$0.00                            | \$0.00                            | \$0.00                                | \$2,635.00                            | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 2-CS                    | 12/8/21         | WIRE   | 12/15/21          | \$64,923.00       | \$64,923.00                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$64,923.00                      | \$0.00                             |
| 3-2017NW                | 12/20/21        | WIRE   | 2/14/22           | \$1,792.50        | \$1,792.50                  | \$0.00                            | \$0.00                            | \$1,792.50                            | \$0.00                                | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 5-2020                  | 1/31/22         | WIRE   | 2/14/22           | \$179,979.16      | \$179,979.16                | \$0.00                            | \$0.00                            | \$0.00                                | \$179,979.16                          | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 3-CS                    | 1/31/22         | WIRE   | 2/14/22           | \$42,066.89       | \$42,066.89                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$42,066.89                      | \$0.00                             |
|                         |                 |        | 12/1/2021.2/14/22 |                   |                             |                                   |                                   |                                       |                                       |   |  |                                  |                                    |
| 5-CS                    | 3/21/22         | WIRE   | & 4/28/22         | \$138,419.23      | \$138,419.23                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$138,419.23                     | \$0.00                             |
| 6-2020                  | 3/21/22         | WIRE   | 2/14/22           | \$1,486.78        | \$1,486.78                  | \$0.00                            | \$0.00                            | \$0.00                                | \$1,486.78                            | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 6-CS                    | 3/31/22         | WIRE   | 4/13/22           | \$11,300.00       | \$11,300.00                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$11,300.00                      | \$0.00                             |
| 1-2021                  | 3/31/22         | WIRE   | 4/28/22           | \$179,639.14      | \$179,639.14                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$179,639.14                              | \$0.00   | \$0.00                           | \$0.00                             |
| 7-CS                    | 4/13/22         | WIRE   | 5/6/22            | \$67,561.50       | \$67,561.50                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$67,561.50                      | \$0.00                             |
| 2-2021                  | 4/13/22         | WIRE   | 5/6/22            | \$431,723.46      | \$431,723.46                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$431,723.46                              | \$0.00   | \$0.00                           | \$0.00                             |
| 3-2021                  | 5/10/22         | WIRE   | 5/17/22           | \$1,424,223.39    | \$1,424,223.39              | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$1,424,223.39                            | \$0.00   | \$0.00                           | \$0.00                             |
| 8-CS                    | 5/12/22         | WIRE   | 5/31/22           | \$69,225.64       | \$69,225.64                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$69,225.64                      | \$0.00                             |
| 4-2017NW                | 5/17/22         | WIRE   | 5/31/22           | \$313,111.89      | \$313,111.89                | \$0.00                            | \$0.00                            | \$313,111.89                          | \$0.00                                | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 4-2021                  | 6/1/22          | WIRE   | 6/29/22           | \$1,352,446.62    | \$1,352,446.62              | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$1,352,446.62                            | \$0.00   | \$0.00                           | \$0.00                             |
| 5-2021                  | 6/15/22         | WIRE   | 6/29/22           | \$351,030.34      | \$351,030.34                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$351,030.34                              | \$0.00   | \$0.00                           | \$0.00                             |
| 7-2020                  | 6/15/22         | WIRE   | 6/29/22           | \$16,330.00       | \$16,330.00                 | \$0.00                            | \$0.00                            | \$0.00                                | \$16,330.00                           | \$0.00                                    | \$0.00   | \$0.00                           | \$0.00                             |
| 9-CS                    | 6/15/22         | WIRE   | 6/29/22           | \$49,209.50       | \$49,209.50                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$49,209.50                      | \$0.00                             |
| 10-CS                   | 7/20/22         | WIRE   | 8/16/22           | \$31,040.38       | \$31,040.38                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$31,040.38                      | \$0.00                             |
| 6-2021                  | 7/20/22         | WIRE   | 8/23/22           | \$1,157,787.65    | \$1,157,787.65              | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$1,157,787.65                            | \$0.00   | \$0.00                           | \$0.00                             |
| 11-CS                   | 8/10/22         | WIRE   | 8/31/22           | \$184,200.25      | \$184,200.25                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$184,200.25                     | \$0.00                             |
| 7-2021                  | 8/10/22         | WIRE   | 8/31/22           | \$886,950.07      | \$886,950.07                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$886,950.07                              | \$0.00   | \$0.00                           | \$0.00                             |
| 1-2021                  | 8/10/22         | WIRE   | 8/31/22           | \$856,392.56      | \$856,392.56                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$856,392.56                                   | \$0.00                           | \$0.00                             |
| 2-2021                  | 9/14/22         | WIRE   | 9/27/22           | \$1,645,696.33    | \$1,645,696.33              | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$1,645,696.33                                 | \$0.00                           | \$0.00                             |
| 8-2021                  | 9/14/22         | WIRE   | 9/27/22           | \$972,287.05      | \$972,287.05                | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$972,287.05                              | \$0.00   | \$0.00                           | \$0.00                             |
| 12-CS                   | 9/14/22         | WIRE   | 9/27/22           | \$42,728.85       | \$42,728.85                 | \$0.00                            | \$0.00                            | \$0.00                                | \$0.00                                | \$0.00                                    | \$0.00   | \$42,728.85                      | \$0.00                             |
|                         |                 |        |                   |                   |                             |                                   |                                   |                                       |                                       |   |  |                                  |                                    |
| Due to Developer        |                 |        |                   | \$11,705,363.78   | \$11,705,363.78             | \$18,440.08                       | \$34,033.38                       | \$477,603.19                          | \$1,180,850.31                        | \$6,756,087.72                            | \$2,502,088.89                                 | \$736,260.21                     | \$0.00                             |

Total Developer Contributions FY22

\$34,033.38

\*Reallocate funds from 12/1/21 & 2/14/22 wire \*Column totals reflect amounts prepared/collected in FY22 only

#### Six Mile Creek Community Development District Capital Projects Fund - Series 2007A

Statement of Revenues & Expenditures

September 30, 2022

|                                | ADOPTED PRORATED BUDGET ACTUAL<br>BUDGET THRU 9/30/22 THRU 9/30/22 |         | VARIANCE |     |
|--------------------------------|--|---------|----------|-----|
| <u>REVENUES:</u>               |  |         |          |     |
| Interest Income                |  | \$0 \$0 | \$4      | \$4 |
| TOTAL REVENUES                 |  | \$0 \$0 | \$4      | \$4 |
| EXPENDITURES:                  |  |         |          |     |
| Capital Outlay                 |  | \$0 \$0 | \$0      | \$0 |
| TOTAL EXPENDITURES             |  | \$0 \$0 | \$0      | \$0 |
| EXCESS REVENUES/(EXPENDITURES) |  | \$0     | \$4      |     |
| Net Change in Fund Balance     |  | \$0     | \$4      |     |
| Fund Balance - Beginning       |  | \$0     | \$2,177  |     |
| Fund Balance - Ending          |  | \$0     | \$2,180  |     |
|                                |  |         |          |     |

#### Fund Balance Calculation

| Construction | \$2,180 |
|--------------|---------|
|              | \$2,180 |

#### Six Mile Creek Community Development District Capital Projects Fund - Series 2016A

Statement of Revenues & Expenditures

September 30, 2022

|   | ADOPTED<br>BUDGET              | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22 | VARIANCE           |
|---|--------------------------------|---------------------------------|------------------------|--------------------|
| REVENUES:   |                                |                                 |                        |                    |
| Miscellaneous Revenue<br>Interest Income                                      | \$C<br>\$C                     |                                 | \$513,778<br>\$343     | \$513,778<br>\$343 |
| TOTAL REVENUES  | \$0                            |                                 | \$514,121              | \$514,121          |
| EXPENDITURES:   |                                |                                 |                        |                    |
| Capital Outlay - Construction   | \$C                            | \$0                             | \$484,323              | (\$484,323)        |
| Total Expenditures  | \$C                            | \$0                             | \$484,323              | (\$484,323)        |
| EXCESS REVENUES/(EXPENDITURES)  | \$0                            |                                 | \$29,798               |                    |
| OTHER SOURCES/(USES)  |                                |                                 |                        |                    |
| Interfund Transfer In/(Out)   | \$C                            | \$0                             | (\$1,230)              | (\$1,230)          |
| TOTAL OTHER SOURCES/(USES)  | \$0                            | \$0                             | (\$1,230)              | (\$1,230)          |
| Net Change in Fund Balance  | \$0                            | 1                               | \$28,568               |                    |
| Fund Balance - Beginning  | \$0                            |                                 | \$620,229              |                    |
| Fund Balance - Ending   | \$0                            |                                 | \$648,796              |                    |
| Fund Balance Calculation  |                                |                                 |                        |                    |
| Construction<br>Due from General Fund<br>Due to Capital Projects Series 2017A | \$645,599<br>\$4,153<br>(\$956 | )<br>)                          |                        |                    |

\$648,796

#### Six Mile Creek **Community Development District** Capital Projects Fund - Series 2016B

Statement of Revenues & Expenditures September 30, 2022

|                                | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22 | VARIANCE |
|--------------------------------|-------------------|---------------------------------|------------------------|----------|
| REVENUES:                      |                   |                                 |                        |          |
| Interest Income                | \$                | 0 \$0                           | \$1                    | \$1      |
| TOTAL REVENUES                 | \$                | 0 \$0                           | \$1                    | \$1      |
| EXPENDITURES:                  |                   |                                 |                        |          |
| Capital Outlay - Construction  | \$                | 0 \$0                           | \$0                    | \$0      |
| Total Expenditures             | \$                | 0 \$0                           | \$0                    | \$0      |
| EXCESS REVENUES/(EXPENDITURES) | \$                | 0                               | \$1                    |          |
| OTHER SOURCES/(USES)           |                   |                                 |                        |          |
| Interfund Transfer In/(Out)    | \$                | 0 \$0                           | \$1,230                | \$1,230  |
| TOTAL OTHER SOURCES/(USES)     | \$                | 0 \$0                           | \$1,230                | \$1,230  |
| Net Change in Fund Balance     | \$                | 0                               | \$1,231                |          |
| Fund Balance - Beginning       | \$                | 0                               | \$1                    |          |
| Fund Balance - Ending          | <br>\$            | 0                               | \$1,232                |          |
| Fund Balance Calculation       |                   |                                 |                        |          |
| Construction                   | <br>\$1,23        | 2                               |                        |          |

\$1,232

## Six Mile Creek **Community Development District** Capital Projects Fund - Series 2017A Statement of Revenues & Expenditures September 30, 2022

|   | ADOPTED<br>BUDGET                           |             |                  |                  |  |
|---|---|-------------|------------------|------------------|--|
| <u>REVENUES:</u>  |   |             |                  |                  |  |
| Developer Contributions<br>Interest   | \$(<br>\$(                                  |             | \$477,603<br>\$1 | \$477,603<br>\$1 |  |
| TOTAL REVENUES  | \$0   | ) \$0       | \$477,604        | \$477,604        |  |
| EXPENDITURES:   |   |             |                  |                  |  |
| Capital Outlay - Construction NW Parcel   | \$0   | \$0         | \$477,603        | (\$477,603)      |  |
| Total Expenditures  | \$0   | \$0         | \$477,603        | (\$477,603)      |  |
| EXCESS REVENUES/(EXPENDITURES)  | \$0   | )           | \$1              |                  |  |
| Net Change in Fund Balance  | \$0   | )           | \$1              |                  |  |
| Fund Balance - Beginning  | \$0   | )           | \$2,862          |                  |  |
| Fund Balance - Ending   | \$(   | <u> </u>    | \$2,863          |                  |  |
| Fund Balance Calculation  |   |             |                  |                  |  |
| Construction<br>Construction - NW Parcel<br>Due from Capital Projects Series 2016A<br>Due from General Fund | \$0<br>\$907<br>\$956<br>\$1,000<br>\$2,863 | 7<br>5<br>) |                  |                  |  |

## Six Mile Creek Community Development District Capital Projects Fund - Series 2017B Statement of Revenues & Expenditures September 30, 2022

|                                | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22 | VARIANCE |
|--------------------------------|-------------------|---------------------------------|------------------------|----------|
| REVENUES:                      |                   |                                 |                        |          |
| Interest                       |                   | \$0 \$0                         | \$0                    | \$0      |
| TOTAL REVENUES                 |                   | \$0 \$0                         | \$0                    | \$0      |
| EXPENDITURES:                  |                   |                                 |                        |          |
| Capital Outlay - Construction  |                   | \$0 \$0                         | \$0                    | \$0      |
| Total Expenditures             |                   | \$0 \$0                         | \$0                    | \$0      |
| EXCESS REVENUES/(EXPENDITURES) |                   | \$0                             | \$0                    |          |
| Net Change in Fund Balance     |                   | \$0                             | \$0                    |          |
| Fund Balance - Beginning       |                   | \$0                             | \$2                    |          |
| Fund Balance - Ending          |                   | \$0                             | \$2                    |          |
|                                |                   |                                 |                        |          |
| Fund Balance Calculation       |                   |                                 |                        |          |
| Construction                   |                   | <u>\$2</u><br>\$2               |                        |          |
|                                |                   |                                 |                        |          |

# Six Mile Creek Community Development District Capital Projects Fund - Series 2020 Statement of Revenues & Expenditures September 30, 2022

|                                     | ADOPTED            | PRORATED BUDGET | ACTUAL           |                  |
|-------------------------------------|--------------------|-----------------|------------------|------------------|
|                                     | BUDGET             | THRU 9/30/22    | THRU 9/30/22     | VARIANCE         |
| <u>REVENUES:</u>                    |                    |                 |                  |                  |
| Developer Contributions<br>Interest | \$0<br>\$0         |                 | \$274,171<br>\$4 | \$274,171<br>\$4 |
| TOTAL REVENUES                      | \$0                | \$0             | \$274,175        | \$274,175        |
| EXPENDITURES:                       |                    |                 |                  |                  |
| Capital Outlay - Construction       | \$0                | \$0             | \$274,991        | (\$274,991)      |
| Total Expenditures                  | \$0                | \$0             | \$274,991        | (\$274,991)      |
| EXCESS REVENUES/(EXPENDITURES)      | \$0                |                 | (\$816)          |                  |
| Net Change in Fund Balance          | \$0                |                 | (\$816)          |                  |
| Fund Balance - Beginning            | \$0                |                 | \$6,699          |                  |
| Fund Balance - Ending               | \$0                |                 | \$5,883          |                  |
|                                     |                    |                 |                  |                  |
| Fund Balance Calculation            |                    |                 |                  |                  |
| Construction                        | \$5,883<br>\$5,883 |                 |                  |                  |
|                                     |                    |                 |                  |                  |

#### Six Mile Creek Community Development District Capital Projects Fund - Series 2021 Assessment Area 3 Phase 1 Statement of Revenues & Expenditures September 30, 2022

|                                     | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22 | VARIANCE            |
|-------------------------------------|-------------------|---------------------------------|------------------------|---------------------|
| REVENUES:                           |                   |                                 |                        |                     |
| Developer Contributions<br>Interest | \$(<br>\$(        |                                 | \$6,756,088<br>\$90    | \$6,756,088<br>\$90 |
| TOTAL REVENUES                      | \$0               | ) \$0                           | \$6,756,177            | \$6,756,177         |
| EXPENDITURES:                       |                   |                                 |                        |                     |
| Capital Outlay - Construction       | \$0               | D \$0                           | \$10,560,054           | (\$10,560,054)      |
| Total Expenditures                  | \$0               | ) \$0                           | \$10,560,054           | (\$10,560,054)      |
| EXCESS REVENUES/(EXPENDITURES)      | \$0               | )                               | (\$3,803,877)          |                     |
| Net Change in Fund Balance          | \$0               | )                               | (\$3,803,877)          |                     |
| Fund Balance - Beginning            | \$(               | )                               | \$3,517,595            |                     |
| Fund Balance - Ending               | \$0               |                                 | (\$286,282)            |                     |
|                                     |                   |                                 |                        |                     |
| Fund Balance Calculation            |                   |                                 |                        |                     |
| Construction                        | \$188             |                                 |                        |                     |

 Retainage Payable
 (\$286,470)

 (\$286,282)
 (\$286,282)

#### Six Mile Creek Community Development District Capital Projects Fund - Series 2021 Assessment Area 3 Phase 2 Statement of Revenues & Expenditures

September 30, 2022

|  | ADOPTED<br>BUDGET          | PRORATED BUDGET<br>THRU 9/30/22 | ACTUAL<br>THRU 9/30/22 | VARIANCE                  |
|--|----------------------------|---------------------------------|------------------------|---------------------------|
| REVENUES:  |                            |                                 |                        |                           |
| Bond Proceeds<br>Interest  | \$0<br>\$0                 | \$0<br>\$0                      | \$2,443,265<br>\$1,228 | \$2,443,265<br>\$1,228    |
| TOTAL REVENUES   | \$0                        | \$0                             | \$2,444,492            | \$2,444,492               |
| EXPENDITURES:  |                            |                                 |                        |                           |
| Capital Outlay - Construction<br>Capital Outlay - Cost of Issuance | \$0<br>\$0                 | \$0<br>\$0                      | \$837,196<br>\$95,785  | (\$837,196)<br>(\$95,785) |
| Total Expenditures   | \$0                        | \$0                             | \$932,981              | (\$932,981)               |
| EXCESS REVENUES/(EXPENDITURES)                                     | \$0                        |                                 | \$1,511,511            |                           |
| Net Change in Fund Balance   | \$0                        |                                 | \$1,511,511            |                           |
| Fund Balance - Beginning   | \$0                        |                                 | (\$35,062)             |                           |
| Fund Balance - Ending  | \$0                        |                                 | \$1,476,449            |                           |
| Fund Balance Calculation   |                            |                                 |                        |                           |
| Construction   | \$1,476,449<br>\$1,476,449 | -                               |                        |                           |

#### Six Mile Creek Community Development District Capital Projects Fund - Series 2021 Assessment Area 2 Phase 3B Statement of Revenues & Expenditures

. September 30, 2022

|  | ADOPTED PRORATED BUDGET ACTUAL<br>BUDGET THRU 9/30/22 THRU 9/30/22 |                   |                   |                                     | VARIANCE                     |
|--|--|-------------------|-------------------|-------------------------------------|------------------------------|
| REVENUES:  |  |                   |                   |                                     |                              |
| Bond Proceeds<br>Developer Contributions<br>Interest               |  | \$0<br>\$0<br>\$0 | \$0<br>\$0<br>\$0 | \$6,674,171<br>\$2,502,089<br>\$161 | \$6,674,171<br>\$161         |
| TOTAL REVENUES   |  | \$0               | \$0               | \$9,176,421                         | \$9,176,421                  |
| EXPENDITURES:  |  |                   |                   |                                     |                              |
| Capital Outlay - Construction<br>Capital Outlay - Cost of Issuance |  | \$0<br>\$0        | \$0<br>\$0        | \$8,869,287<br>\$299,332            | (\$8,869,287)<br>(\$299,332) |
| Total Expenditures   |  | \$0               | \$0               | \$9,168,620                         | (\$9,168,620)                |
| EXCESS REVENUES/(EXPENDITURES)                                     |  | \$0               |                   | \$7,801                             |                              |
| Net Change in Fund Balance   |  | \$0               |                   | \$7,801                             |                              |
| Fund Balance - Beginning   |  | \$0               |                   | (\$7,796)                           |                              |
| Fund Balance - Ending  |  | \$0               |                   | \$5                                 |                              |
|  |  |                   |                   |                                     |                              |
| Fund Balance Calculation   |  |                   |                   |                                     |                              |
| Construction   |  | \$5<br>\$5        |                   |                                     |                              |

#### Capital Improvement Revenue Bonds, Series 2016A

| Date                         | Requisition # | Contractor                         | Description   |        | Requisition  |
|------------------------------|---------------|------------------------------------|---|--------|--------------|
| Fiscal Year 2022<br>10/25/21 | 275A          | Six Mile Creek CDD                 | Repayment for Nitelites Invoice #60835                              | \$     | 5.333.00     |
| 10/25/21                     | 275A<br>276A  | Onsight Industries, LLC            | Invoice #002-20-284396D - Trailmark Phase 6 Mailbox                 | \$     | 11,601.00    |
| 12/30/21                     | 270A<br>277A  | Six Mile Creek CDD                 | Reimbursement - FPL Streetlight Relocation - Bill # 1800263636      | د<br>ک | 525.63       |
| 12/30/21                     | 277A          | Clary & Associates, Inc.           | Invoice #2016-323-8 - Phase 4 Set Permanent Control Points          | Ś      | 2,000.00     |
| 3/25/22                      | 279A          | Vallencourt Construction Co., Inc. | Payment #7712-1 - Trailmark East Phases 4, 5 & 8 - Overlay & Repair | \$     | 365,066.40   |
| 6/7/02                       | 280A          | Vallencourt Construction Co., Inc. | Application #1 - Trialmark East Phase 4B Repairs - Feb. 2022        | Ś      | 70,423.00    |
| 6/7/22                       | 281A          | Six Mile Creek CDD                 | Reimbursement - Adkins Electric Invoice #G21658-01                  | ć      | 850.00       |
| 7/20/22                      | 281A          | Vice Painting LLC                  | Invoice #241-01 - Pressure Washing & Painting Services              | Ş      | 4,895.00     |
| 9/26/22                      | 283A          | Vallencourt Construction Co., Inc. | Retainage 2 - Trailmark East Phases 4, 5 & 8 Overlay & Repair       | \$     | 40,562.93    |
|                              | -             | TOTAL                              |   | \$     | 501,256.96   |
| Fiscal Year 2022             | -             |                                    |   |        |              |
| 10/1/21                      |               | Interest                           |   | \$     | 2.72         |
| 10/27/21                     |               | St.Johns Cty Board Commissioners   | Chk# 595341 Utility Reimbursement                                   | \$     | 129,777.27   |
| 11/1/21                      |               | Interest                           | ,   | \$     | 2.75         |
| 12/1/21                      |               | Interest                           |   | \$     | 3.06         |
| 1/3/22                       |               | Interest                           |   | \$     | 3.16         |
| 2/1/22                       |               | Interest                           |   | \$     | 3.15         |
| 3/1/22                       |               | Interest                           |   | \$     | 2.79         |
| 3/11/22                      |               | St.Johns Cty Board Commissioners   | Chk# 598201 Utility Reimbursement                                   | \$     | 122,129.38   |
| 4/1/22                       |               | Interest                           |   | \$     | 1.95         |
| 5/2/22                       |               | Interest                           |   | \$     | 2.05         |
| 5/17/22                      |               | St.Johns Cty Board Commissioners   | Chk# 600754 Utility Reimbursement                                   | \$     | 40,709.80    |
| 6/1/22                       |               | Interest                           |   | \$     | 2.20         |
| 6/28/22                      |               | Transfer from Cost of Issuance     |   | \$     | 1,339.38     |
| 7/1/22                       |               | Interest                           |   | \$     | 1.98         |
| 7/18/22                      |               | Transfer from Cost of Issuance     |   | \$     | 0.01         |
| 8/1/22                       |               | Interest                           |   | \$     | 1.97         |
| 8/31/22                      |               | St.Johns Cty Board Commissioners   | Chk# 603478 Utility Reimbursement                                   | \$     | 221,161.23   |
| 9/1/22                       |               | Interest                           |   | \$     | 314.64       |
| 9/1/22                       |               | Interest                           |   | \$     | 0.95         |
|                              | -             | TOTAL                              |   | \$     | 515,460.44   |
|                              |               |                                    | Acquisition/Construction Fund at 9/30/21                            | \$     | 631,395.85   |
|                              |               |                                    | Interest Earned thru 9/30/22  | \$     | 515,460.44   |
|                              |               |                                    | Requisitions Paid thru 9/30/22                                      | \$     | (501,256.96) |
|                              |               |                                    | Remaining Acquisition/Construction Fund                             | \$     | 645,599.33   |

#### Capital Improvement Revenue Bonds, Series 2016B

| Date Requisition # | Contractor Description         |  | Requisition |          |  |
|--------------------|--------------------------------|--|-------------|----------|--|
| Fiscal Year 2022   |                                |  |             |          |  |
| -                  | TOTAL                          |  | \$          | -        |  |
| Fiscal Year 2022   |                                |  |             |          |  |
| 10/1/21            | Interest                       |  | Ś           | -        |  |
| 11/1/21            | Interest                       |  | Ś           | -        |  |
| 12/1/21            | Interest                       |  | Ś           | -        |  |
| 1/3/22             | Interest                       |  | \$          | -        |  |
| 2/1/22             | Interest                       |  | \$          | -        |  |
| 3/1/22             | Interest                       |  | \$          | -        |  |
| 4/1/22             | Interest                       |  | \$          | -        |  |
| 5/2/22             | Interest                       |  | \$          | -        |  |
| 6/1/22             | Interest                       |  | \$          | -        |  |
| 6/28/22            | Transfer from Cost of Issuance |  | \$          | 1,230.44 |  |
| 7/1/22             | Interest                       |  | \$          | -        |  |
| 8/1/22             | Interest                       |  | \$          | 0.01     |  |
| 9/1/22             | Interest                       |  | \$          | 0.81     |  |
| -                  | TOTAL                          |  | \$          | 1,231.26 |  |
|                    |                                | Acquisition/Construction Fund at 9/30/21 | s           | 1.20     |  |
|                    | ,                              | Interest Earned thru 9/30/22             | \$<br>\$    | 1,231.26 |  |
|                    |                                | Requisitions Paid thru 9/30/22           | Ş           | -        |  |
|                    | 1                              | Remaining Acquisition/Construction Fund  | \$          | 1,232.46 |  |

#### Capital Improvement Revenue Bonds, Series 2017A

| Date Requisition # | Contractor | Description                              | Req | Requisition |  |
|--------------------|------------|--|-----|-------------|--|
| iscal Year 2022    |            |  |     |             |  |
|                    | TOTAL      |  | \$  | -           |  |
| iscal Year 2022    |            |  |     |             |  |
| 10/1/21            | Interest   |  | \$  | -           |  |
| 11/1/21            | Interest   |  | \$  | -           |  |
| 12/1/21            | Interest   |  | \$  | -           |  |
| 1/3/22             | Interest   |  | \$  | -           |  |
| 2/1/22             | Interest   |  | \$  | -           |  |
| 3/1/22             | Interest   |  | \$  | -           |  |
| 4/1/22             | Interest   |  | \$  | -           |  |
| 5/1/22             | Interest   |  | \$  | -           |  |
| 6/1/22             | Interest   |  | \$  | -           |  |
| 7/1/22             | Interest   |  | \$  | -           |  |
| 8/1/22             | Interest   |  | \$  | -           |  |
| 9/1/22             | Interest   |  | \$  | -           |  |
|                    | TOTAL      |  | \$  | -           |  |
|                    |            | Acquisition/Construction Fund at 9/30/21 | \$  | 0.2         |  |
|                    |            | Interest Earned thru 9/30/22             | Ş   | -           |  |
|                    |            | Requisitions Paid thru 9/30/22           | \$  | -           |  |
|                    |            | Remaining Acquisition/Construction Fund  | ć   | 0.2         |  |

#### Capital Improvement Revenue Bonds, Series 2017A-NW Parcel

| Date             | Requisition # | Contractor                         | Description  | Re |              |
|------------------|---------------|------------------------------------|--|----|--------------|
| Fiscal Year 2022 |               |                                    |  |    |              |
| 12/1/21          | 46 - VOID     | Onsight Industries, LLC            | Invoice #002-20-284396-1 - Trailmark Phase 6 Mailbox 6 - Oct.21                      | \$ | -            |
| 12/15/21         | 47            | Vallencourt Construction Co., Inc. | Application #12 & 13RET - Trailmark East Parcel Phase 6 & Lot 4D Lot Refill - Oct.21 | \$ | 162,698.80   |
| 2/14/22          | 48            | Clary & Associates, Inc.           | Invoice #2021-889 - Phase 6 Benchmark Information - Oct.21                           | \$ | 1,792.50     |
| 5/31/22          | 49            | Vallencourt Construction Co., Inc. | Application #1 - Trailmark East Parcel Phase 6 Tree Removal Lot Fill - Apr.22        | \$ | 281,800.70   |
| 5/31/22          | 50            | Vallencourt Construction Co., Inc. | Application #2 - Trailmark East Parcel Phase 6 Tree Removal Lot Fill - Apr.22        | \$ | 31,311.19    |
|                  | -             | TOTAL                              |  | \$ | 477,603.19   |
| Fiscal Year 2022 |               |                                    |  |    |              |
| 10/1/21          |               | Interest                           |  | \$ | -            |
| 11/1/21          |               | Interest                           |  | \$ | -            |
| 12/1/21          |               | Interest                           |  | \$ | -            |
| 12/1/21          |               | WIRE                               | FY22 Funding Request #1-2017NW - VOID  | \$ | -            |
| 12/15/21         |               | WIRE                               | FY22 Funding Request #2-2017NW   | \$ | 162,698.80   |
| 1/3/22           |               | Interest                           |  | \$ | -            |
| 2/1/22           |               | Interest                           |  | \$ | -            |
| 2/14/22          |               | WIRE                               | FY22 Funding Request #3-2017NW   | \$ | 1,792.50     |
| 3/1/22           |               | Interest                           |  | \$ | -            |
| 4/1/22           |               | Interest                           |  | \$ | -            |
| 5/2/22           |               | Interest                           |  | \$ | -            |
| 5/31/22          |               | WIRE                               | FY22 Funding Request #4-2017NW   | \$ | 313,111.89   |
| 6/1/22           |               | Interest                           |  | \$ | -            |
| 7/1/22           |               | Interest                           |  | \$ | -            |
| 8/1/22           |               | Interest                           |  | \$ | -            |
| 9/1/22           |               | Interest                           |  | \$ | 0.60         |
|                  | -             | TOTAL                              |  | \$ | 477,603.79   |
|                  |               |                                    | Acquisition/Construction Fund at 9/30/21   | \$ | 906.03       |
|                  |               |                                    | Interest Earned thru 9/30/22   | \$ | 477,603.79   |
|                  |               |                                    | Requisitions Paid thru 9/30/22   | \$ | (477,603.19) |
|                  |               |                                    | Remaining Acquisition/Construction Fund  | \$ | 906.63       |
# Capital Improvement Revenue & Refunding Bonds, Series 2017B

| Date           | Requisition # | Contractor               | Description  | R  | equisition |
|----------------|---------------|--------------------------|--|----|------------|
| iscal Year 202 | 2             |                          |  |    |            |
| 2/14/22        | 48            | Clary & Associates, Inc. | Invoice #2021-889 - Phase 6 Benchmark Information - Oct.21 | \$ | 1,792.50   |
|                |               | TOTAL                    |  | \$ | 1,792.50   |
| iscal Year 202 | 2             |                          |  |    |            |
| 10/1/21        |               | Interest                 |  | \$ | -          |
| 11/1/21        |               | Interest                 |  | \$ | -          |
| 12/1/21        |               | Interest                 |  | \$ | -          |
| 1/3/22         |               | Interest                 |  | \$ | -          |
| 2/1/22         |               | Interest                 |  | \$ | -          |
| 2/14/22        |               | WIRE                     | FY22 Funding Request #3-2017NW                             | \$ | 1,792.50   |
| 3/1/22         |               | Interest                 |  | \$ | -          |
| 4/1/22         |               | Interest                 |  | \$ | -          |
| 5/2/22         |               | Interest                 |  | \$ | -          |
| 6/1/22         |               | Interest                 |  | \$ | -          |
| 7/1/22         |               | Interest                 |  | \$ | -          |
| 8/1/22         |               | Interest                 |  | \$ | -          |
| 9/1/22         |               | Interest                 |  | \$ | -          |
|                |               | TOTAL                    |  | \$ | 1,792.50   |
|                |               |                          | Acquisition/Construction Fund at 9/30/21                   | \$ | 1.88       |
|                |               |                          | Interest Earned thru 9/30/22                               | Ś  | 1,792.50   |
|                |               |                          | Requisitions Paid thru 9/30/22                             | \$ | (1,792.50  |
|                |               |                          | Remaining Acquisition/Construction Fund                    | Ś  | 1.88       |

# Capital Improvement Revenue & Refunding Bonds, Series 2020 Assessment Area 2, Phase 3A

| Date               | Requisition # | Contractor                                       | Description  | F        | Requisition                  |
|--------------------|---------------|--|--|----------|------------------------------|
| Fiscal Year 2022   |               |  |  |          |                              |
| 11/23/21           | 124           | Carlton Construction, Inc.                       | Application #8 - Trailmark Entry & Parks - August 2021   | \$       | 111,887.47                   |
| 11/23/21           | 125           | England-Thims & Miller                           | Invoice # 0199912 - East Parcel Phase 1 Amenities & Amenity Center (WA#41) - September 2021  | \$       | 3,254.23                     |
| 11/23/21           | 126           | England-Thims & Miller                           | Invoice #0199768 - Master Site Planning (WA#51) - September 2021   | \$       | 2,867.26                     |
| 11/23/21           | 127           | ECS Florida, LLC                                 | Invoice #914600 - Geotechnical Services East Parcel Phase 2 - September 2021   | \$       | 2,600.00                     |
| 11/23/21           | 128           | Vallencourt Consruction Co., Inc.                | Application #13 - Trailmark East Parcel Phase 1 - September 2021   | \$       | 5,102.55                     |
| 11/23/21           | 129           | Vallencourt Consruction Co., Inc.                | Application #14 RET - Trailmark East Parcel Phase 1 - September 2021   | \$       | 652,638.78                   |
| 11/23/21           | 130           | Environmental Resource Solutions                 | Invoice #38065 - Trailmark East Parcel 2 - Environmental Services - September 2021   | \$       | 1,805.00                     |
| 11/23/21           | 131           | Hopping, Green & Sams                            | Invoice #125048 - Project Construction Services - July 2021  | \$       | 164.50                       |
| 11/23/21           | 132           | Basham & Lucas Design Group, Inc.                | Invoice #8612 - Trailmark Amenity - September 2021   | \$       | 9,314.74                     |
| 12/1/21            | 133           | Environmental Resource Solutions                 | Invoice #38136 - Trailmark East Parcel 2 - Environmental Services - Oct.21   | \$       | 2,047.50                     |
| 12/1/21            | 134           | Hopping, Green & Sams                            | Invoice #125619 - Project Construction Services - Aug.21   | \$       | 305.50                       |
| 12/1/21            | 135           | Basham & Lucas Design Group, Inc.                | Invoice #8643 - Trailmark Amenity - Oct.21   | \$       | 195.00                       |
| 12/1/21            | 136           | Basham & Lucas Design Group, Inc.                | Invoice #8676 - Trailmark Amenity - Oct.21   | \$       | 12.400.00                    |
| 12/15/21           | 137           | England-Thims & Miller                           | invoice #200143 - Master Site Planning (WA#51) - Oct.21  | \$       | 1,086.00                     |
| 12/15/21           | 138           | England-Thims & Miller                           | Invoice #200179 - East Parcel Phase 1 Amenity Center - Oct.21  | \$       | 9,562.02                     |
| 12/15/21           | 139           | Hopping, Green & Sams                            | Invoice #125787 - Project Construction Services - Sept.21  | \$       | 440.00                       |
| 12/15/21           | 140           | Vallencourt Consruction Co., Inc.                | Application #15 - Trailmark East Parcel Phase 1 - Oct.21   | \$       | 48,449.42                    |
| 12/15/21           | 141           | Carlton Construction, Inc.                       | Application #8A - Trailmark Entry & Parks - Aug.21   | \$       | 116,299.40                   |
| 12/15/21           | 142           | England-Thims & Miller                           | Invoice #200584 - Consumptive Uses of Water Permit (WA#21) - Nov.21  | \$       | 1,176.00                     |
| 12/15/21           | 143           | England-Thims & Miller                           | Invoice #200569 - Master Site Planning (WA#51) - Nov.21  | \$       | 589.50                       |
| 12/15/21           | 144           | Hopping, Green & Sams                            | Invoice #126235 - Project Construction Services - Nov.21   | Ş        | 869.50                       |
| 2/14/22            | 144           | England-Thims & Miller                           | Invoice #200900 - Master Site Planning (WA#51) - Dec.21  | ŝ        | 738.04                       |
| 2/14/22            | 145           | Carlton Construction, Inc.                       | Application #2 - Reverie Amenity - Dec.21  | \$       | 175,495.47                   |
| 2/14/22            | 140           | Basham & Lucas Design Group, Inc.                | Invoice #8746 - Reverie Amenity (East Parcel) - Dec.21   | \$       | 3,745.65                     |
| 3/21/22            | 153           | Kutak Rock LLP                                   | Invoice #2979625-182323-2 - Project Construction Services - Nov./Dec.21  | \$       | 3,743.02                     |
| 3/21/22            | 155           | Six Mile Creek CDD                               | Invoice #1800269016 - FPL - Remove/Relocate 000 Pacetti Rd Feb.22  | \$       | 1,087.28                     |
|                    | 155           | England-Thims & Miller                           |  | ې<br>\$  | ,                            |
| 6/29/22            |               |  | Invoice #203042 - Consumptive Uses of Water Permit (WA#21, Amendment #3) - May 22  |          | 15,642.50                    |
| 6/29/22            | 157<br>158    | England-Thims & Miller                           | Invoice #203178 - Trailmark East Parcel PH1 Amenity (WA#62) - May 22   | \$<br>\$ | 687.50                       |
| 7/25/22<br>7/25/22 | 158           | England-Thims & Miller<br>England-Thims & Miller | Invoice #203494 - Consumptive Uses of Water Permit (WA#21) - Jun.22<br>Invoice #203510 - Trailmark East Parcel PH1 Amenity Center (WA#62) - Jun.22 | \$<br>\$ | 135.00<br>685.00             |
| 1/23/22            | 155           |  |  | Ŷ        | 005.00                       |
|                    | _             | TOTAL  |  | \$       | 1,181,670.31                 |
| Fiscal Year 2022   |               |  |  |          |                              |
| 10/1/21            |               | Interest   |  | \$       |                              |
| 11/1/21            |               | Interest   |  | \$       | -                            |
| 11/23/21           |               | Wire   | FY22 Funding Request #1-2020   | Ş        | 789,634.53                   |
| 12/1/21            |               | Interest   |  | Ş        |                              |
| 12/1/21            |               | Wire   | FY22 Funding Request #2-2020   | Ş        | 14,948.00                    |
| 12/15/21           |               | Wire   | FY22 Funding Request #3-2020 & #4-2020   | Ş        | 178,471.84                   |
| 1/3/22             |               | Interest   | 1 1 22 1 unung request #3"2020 & #4"2020   | ې<br>\$  | 1/0,4/1.04                   |
| 2/1/22             |               | Interest   |  | ې<br>\$  | -                            |
| 2/14/22            |               | Wire   | FY22 Funding Request #5-2020 & #6-2020   | Ş        | 181,465.94                   |
| 3/1/22             |               | Interest   | 11221 unung nequest #3-2020 & #0-2020  | \$       | 101,403.5                    |
| 3/1/22<br>4/1/22   |               | Interest   |  | \$<br>\$ | -                            |
|                    |               |  |  | ې<br>\$  | -                            |
| 5/1/22<br>6/1/22   |               | Interest<br>Interest                             |  | Ş        | -                            |
|                    |               |  |  | \$       | 6 600 0                      |
| 6/28/22            |               | Transfer from Cost of Issuance                   | EV22 Evending Dermost #7 2020  |          | 6,699.0                      |
| 6/29/22            |               | Wire   | FY22 Funding Request #7-2020   | \$       | 16,330.00                    |
| 7/18/22            |               | Transfer from Cost of Issuance                   |  | \$       | 0.0                          |
| 8/1/22             |               | Interest   |  | \$       | 0.0                          |
| 9/1/22             |               | Interest   |  | \$       | 3.8                          |
| 9/1/22             |               | Interest   |  | \$       | 0.03                         |
|                    | _             | TOTAL  |  | \$       | 1,187,553.29                 |
|                    |               |  | Acquisition/Construction Fund at 9/30/21   | \$       | 0.3                          |
|                    |               |  | Interest Earned thru 9/30/22   |          | 0.37<br>1,187,553.29         |
|                    |               |  | Requisitions Paid thru 9/30/22   |          | 1,187,555.25<br>1,181,670.31 |
|                    |               |  |  |          |                              |
|                    |               |  |  |          |                              |

# Capital Improvement Revenue Bonds, Series 2021

Assessment Area 3, Phase 1

| 75 8<br>76 8<br>77<br>78<br>79<br>30<br>31<br>32 8   | England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.<br>Vallencourt Construction Co., Inc.<br>Gemini Engineering & Sciences<br>Environmental Resourse Solutions<br>Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc. | Invoice #199765 - Trailmark Phase 11 (WA#45) - Sept.21<br>Invoice #199705 - Ocsumptive Use Water Permit (WA#21) - Sept.21<br>Invoice #199807 - Consumptive Use Water Permit (WA#21) - Sept.21<br>Invoice #199908 - Trailmark Phase 11 & East Parcel Phase 2 (WA#54) - Sept.21<br>Application #7 - Trailmark Phase 9 CLOMR-F - Sept. 2021<br>Invoice #38064 - Trailmark Phase 9 CLOMR-F - Sept.21<br>Invoice #38064 - Trailmark Phase 9 CLOMR-F - Sept.21<br>Invoice #38064 - Trailmark Phase 9 CLOMR-F - Sept.21<br>Invoice #38064 - Trailmark Phase 11 Environmental Services - Sept.21<br>Invoice #35056890842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Invoices #38137 Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #8644 - Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21 | \$   | 12,260.96<br>9,964.52<br>714.00<br>1,816.50<br>2,502.50<br>9,451.00<br>138,667.00<br>138,667.00<br>138,667.00<br>138,667.00<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00   |
|--|---|---|---|--|
| 71<br>72<br>73<br>74<br>75<br>75<br>76<br>87<br>77<br>80<br>81<br>81<br>83<br>81<br>83<br>83<br>84<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83 | England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.<br>Vallencourt Construction Co., Inc.<br>Gemini Engineering & Sciences<br>Environmental Resourse Solutions<br>Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.   | Invoice #199780 - Phases 9A, 9B & 9C CEI Services (WA#53) - Sept.21<br>Invoice #199807 - Consumptive Use Water Permit (WA#21) - Sept.21<br>Invoice #199908 - Trailmark Phase 11 & East Parcel Phase 2 (WA#54) - Sept.21<br>Application #7 - Trailmark East Parcel Phase 9 - Sept. 2021<br>Invoice #21018-2 - Trailmark Phase 9 CLOMR-F - Sept.21<br>Invoice #38564 - Trailmark Phase 11 Environmental Services - Sept.21<br>Invoice #3556B90842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Invoices #38137 Trailmark Fast Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv #2021-719 - Trailmark Phase 9A, 9B & 9C CEI Services (WA#53) - Oct.21  | • \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$  | 9,964.52<br>714.00<br>1,816.50<br>449,127.32<br>500.00<br>2,502.50<br>9,451.00<br>(138,667.00<br>138,667.00<br>138,667.00<br>138,667.00<br>138,667.00<br>135,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 72<br>73<br>74<br>75<br>76<br>87<br>77<br>78<br>79<br>30<br>31<br>32<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83<br>83                               | England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.<br>Vallencourt Construction Co., Inc.<br>Gemini Engineering & Sciences<br>Environmental Resourse Solutions<br>Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>iasham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoice #199807 - Consumptive Use Water Permit (WA#21) - Sept.21<br>Invoice #199908 - Trailmark Phase 11 & East Parcel Phase 2 (WA#54) - Sept.21<br>Application #7 - Trailmark East Parcel Phase 9 - Sept. 2021<br>Invoice #21018-2 - Trailmark Phase 9 CLOMR-F - Sept.21<br>Invoice #3556B90842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Invoices #3372177 railmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$   | 714.00<br>1,816.50<br>449,127.32<br>500.00<br>2,502.50<br>9,451.00<br>138,667.00<br>(138,667.00<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00   |
| 73<br>74<br>75<br>76 f<br>77<br>78<br>78<br>79<br>30<br>30<br>31<br>33<br>83<br>34<br>33<br>83<br>34<br>33<br>83<br>36<br>33<br>36<br>33<br>38                                   | England-Thims & Miller, Inc.<br>Vallencourt Construction Co., Inc.<br>Gemini Engineering & Sciences<br>Environmental Resourse Solutions<br>Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>iasham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoice #199908 - Trailmark Phase 11 & East Parcel Phase 2 (WA#54) - Sept.21<br>Application #7 - Trailmark East Parcel Phase 9 - Sept. 2021<br>Invoice #21018-2 - Trailmark Phase 9 CLOMR -F - Sept.21<br>Invoice #38064 - Trailmark Phase 11 Environmental Services - Sept.21<br>Invoice #3556890842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Invoices #3137 Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #8644 - Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$   | 1,816.50<br>449,127.32<br>500.00<br>2,502.50<br>9,451.00<br>138,667.00<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 74<br>75<br>76 F<br>77<br>78<br>78<br>79<br>90<br>30<br>31<br>31<br>32 F<br>33<br>83<br>34<br>33<br>83<br>36<br>33<br>36<br>33<br>38   | Vallencourt Construction Co., Inc.<br>Gemini Engineering & Sciences<br>Environmental Resourse Solutions<br>Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Ferguson Waterworks<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>Jasham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.  | Application #7 - Trailmark East Parcel Phase 9 - Sept. 2021<br>Invoice #21018-2 - Trailmark Phase 9 CLOMR-F - Sept.21<br>Invoice #38064 - Trailmark Phase 11 Environmental Services - Sept.21<br>Invoice #3556B90842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Invoices #1813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Invoice #38137 Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #8644 - Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$   | 449,127.32<br>500.00<br>2,502.50<br>138,667.00<br>138,667.00<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 75 77 77 78 78 79 79 79 79 79 79 79 79 79 79 79 79 79  | Gemini Engineering & Sciences<br>Environmental Resourse Solutions<br>Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Ferguson Waterworks<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.  | Invoice #21018-2 - Trailmark Phase 9 CLOMR-F - Sept.21<br>Invoice #38064 - Trailmark Phase 11 Environmental Services - Sept.21<br>Invoice #3556B90842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | · \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$  | 500.00<br>2,502.50<br>9,451.00<br>138,667.00<br>(138,667.00)<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 76 8<br>77 78<br>78 79<br>30 31<br>31 32 8<br>33 8<br>34 35<br>36<br>37 38   | Environmental Resourse Solutions<br>Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Ferguson Waterworks<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoice #38064 - Trailmark Phase 11 Environmental Services - Sept.21<br>Invoice #3556B90842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv 2021-719 - Trailmark Phase 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$   | 2,502.50<br>9,451.00<br>138,667.00<br>(138,667.00)<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 77<br>78<br>79<br>30<br>31<br>32 ft<br>33 B<br>34<br>35<br>36<br>37<br>38  | Xylem Water Solutions USA, Inc.<br>Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Ferguson Waterworks<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>Basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoice #3556B90842 - Direct Purchase of Materials<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inver #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | · \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$   | 9,451.00<br>138,667.00<br>(138,667.00)<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 78<br>79<br>30<br>31<br>32 f<br>33 B<br>34<br>35<br>36<br>37<br>38   | Forterra Pipe & Precaset<br>Forterra Pipe & Precaset<br>Ferguson Waterworks<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>iasham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.  | Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | • \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$  | 138,667.00<br>(138,667.00)<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 78<br>79<br>30<br>31<br>32 F<br>33 B<br>34<br>35<br>36<br>35<br>36<br>37<br>38   | Forterra Pipe & Precaset<br>Ferguson Waterworks<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>Jasham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.  | Return Check #40305070<br>Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$  | (138,667.00)<br>138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 79<br>30<br>31<br>32 F<br>33 B<br>34<br>35<br>36<br>37<br>38   | Ferguson Waterworks<br>Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>tasham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.  | Ferguson Invoices #1850971-4, 1874753, 1850971-5 & 1872980<br>Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv #2021-719 - Trailmark Phase 9A, 9B & 9C CEI Services (WA#53) - Oct.21  | *<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$   | 138,667.00<br>15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 79<br>30<br>31<br>32 F<br>33 B<br>34<br>35<br>36<br>37<br>38   | Rinker Materials<br>Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoices #2372177 & 23730465 - Direct Purchase of Materials - Sept.21<br>Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv #2021-719 - Trailmark Ph 11 Maps & Desc. Of Conservation Easements - Aug.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21  | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$  | 15,970.48<br>10,028.53<br>35,764.50<br>2,260.00<br>9,400.00  |
| 30<br>31<br>32 E<br>33 B<br>34<br>35<br>36<br>37<br>38   | Forterra Pipe & Precaset<br>Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>Basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoices #11813342, 11815412 & 11816264 - Direct Purchase of Materials - Sept.21<br>Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv #2021-719 - Trailmark Ph 11 Maps & Desc. Of Conservation Easements - Aug.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$<br>\$<br>\$<br>\$<br>\$  | 10,028.53<br>35,764.50<br>2,260.00<br>9,400.00   |
| 31<br>32 E<br>33 B<br>34<br>35<br>36<br>37<br>38   | Vallencourt Construction Co., Inc.<br>Environmental Resourse Solutions<br>iasham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Application #13 - Trailmark East Parcel Phase 1 (Partial) - Sept. 2021<br>Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv #2021-719 - Trailmark Ph 11 Maps & Desc. Of Conservation Easements - Aug.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$<br>\$<br>\$<br>\$  | 35,764.50<br>2,260.00<br>9,400.00  |
| 32 E<br>33 B<br>34<br>35<br>36<br>37<br>38   | Environmental Resourse Solutions<br>Basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoice #38137 Trailmark Phase 11 - Oct.21<br>Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv #2021-719 - Trailmark Ph 11 Maps & Desc. Of Conservation Easements - Aug.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$<br>\$<br>\$  | 2,260.00<br>9,400.00   |
| 33 B<br>34<br>35<br>36<br>37<br>38   | Basham & Lucas Design Group, Inc.<br>Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.   | Invoice #8644 - Trailmark Amenity Expansion - Oct.21<br>Inv #2021-719 - Trailmark Ph 11 Maps & Desc. Of Conservation Easements - Aug.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$<br>\$  | 9,400.00   |
| 34<br>35<br>36<br>37<br>38   | Clary & Associates, Inc.<br>England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.  | Inv #2021-719 - Trailmark Ph 11 Maps & Desc. Of Conservation Easements - Aug.21<br>Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21   | \$  | ,  |
| 35<br>36<br>37<br>38   | England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.  | Invoice #200148 - Phases 9A, 9B & 9C CEI Services (WA#53) - Oct.21  |   |  |
| 36<br>37<br>38   | England-Thims & Miller, Inc.  |   |   | 3,500.00   |
| 37<br>38   | 5   |   | \$  | 12,880.64  |
| 38   | England-Thims & Miller Inc  | Invoice #200139 - Trailmark Phase 11 (WA#45) - Oct.21   | \$  | 8,579.00   |
|  |   | Invoice #200161 - Consumptive Use Water Permit/Irrigation Design (WA#21) - Oct.21   | \$  | 1,666.00   |
| 20   | England-Thims & Miller, Inc.  | Invoice #200167 - Trailmark Drive Landscape Architectural Services - Oct.21   | \$  | 1,440.00   |
| 22   | England-Thims & Miller, Inc.  | Invoice #200183 - Trailmark Ph 11 & EP Ph 2 Prop Docs & RFP (WA#54) - Oct.21  | \$  | 2,802.00   |
| 90   | Vallencourt Construction Co., Inc.  | Application #8 - Trailmark Phase 9 - Oct.21   | \$  | 558,897.52   |
|  | American Precast Structures, LLC  | Invoice #2168 & 2203 - Trailmark Phase 9B - Direct Purchase of Materials  | \$  | 22,132.00  |
| 92   | Rinker Materials  | Invoices #23765603, 23842760, 23851753, 23860958 & 23873857   | \$  | 60,433.36  |
| 93   | Vallencourt Construction Co., Inc.  | Application #15 - Trailmark EP Ph 1 - Haul Road Improvements Portion - Oct.21   | \$  | 46,120.00  |
| 94   | England-Thims & Miller, Inc.  | Invoice #200644 -Phases 9A, 9B & 9C CEI Services (WA#53) - Nov21  | Ś   | 9,990.36   |
| 95   | England-Thims & Miller, Inc.  | Invoice #200535 - Trailmark Ph 11 & EP Ph 2 Prop Docs & RFP (WA#54) - Nov.21  | \$  | 3,625.55   |
| 96   | Carlton Construction  | Application #1 - Trailmark Amenity - Nov.21   | Ś   | 60,748.85  |
|  | Environmental Resourse Solutions  | Invoice #38188 - Trailmark Phase 11 - Nov.21  | Ś   | 7,607.88   |
|  | Xylem Water Solutions USA, Inc.   | Invoice #3556B99137 - Trailmark Phase 9B - Nov.21   | \$  | 4,773.00   |
| 99   | Rinker Materials  | Invs #23890536, 23923270, 23986014, 23994918, 24073268 & 24087572   | \$  | 48,083.54  |
| 00   |   |   |   | 7,140.75   |
| 01   | -   |   |   | 2,160.00   |
|  | -   |   | Ś   | 2,358.75   |
|  |   |   | ś   | 672,616.05   |
|  | ,   |   |   | 399,659.87   |
|  |   |   |   | 70,226.00  |
| 06   |   |   |   | 118,305.00   |
| 07   |   |   |   | 59,130.00  |
| 08   | - · ·   |   |   | 12,370.40  |
| 09   | -   |   |   | 6,218.78   |
| 10   | -   |   |   | 14,631.20  |
|  |   |   |   | 5,882.50   |
| 12   |   |   |   | 5,730.00   |
| **   |   |   |   | 5,452.50   |
| 13   | •   |   |   | 12,260.96  |
|  | 1 E   | 1       England-Thims & Miller, Inc.         2       Environmental Resource Solutions         3       Vallencourt Construction Co., Inc.         4       Vallencourt Construction SUA, Inc.         5       Xylem Water Solutions USA, Inc.         6       Jax Utilities Management, Inc.         7       Jax Utilities Management, Inc.         8       England-Thims & Miller, Inc.         9       England-Thims & Miller, Inc.         10       Rinker Materials         11       Environmental Resource Solutions         2       Clary & Associates, Inc.         3       Clary & Associates, Inc.   | 1       England-Thims & Miller, Inc.       Invoice #200922 - Trailmark Drive Landscape Architectural Services (WA#57) - Dec.21         2       Environmental Resourse Solutions       Invoice #32092 - Trailmark Phase 11 - Dec.21         3       Vallencourt Construction Co., Inc.       Application #9 - Trailmark Phase 9 - Nov.21         4       Vallencourt Construction Co., Inc.       Application #0 - Trailmark Phase 9 - Nov.21         5       Vallencourt Construction Co., Inc.       Application #10 - Trailmark Phase 9 - Dec.21         5       Xylem Water Solutions USA, Inc.       Application #10 - Trailmark Phase 9 - Dec.21         5       Jax Utilities Management, Inc.       Application #1 - Trailmark Ph 11A & 11B Sitework & Utilities - Dec.21         7       Jax Utilities Management, Inc.       Application #2 - Trailmark Ph 11A & 11B Sitework & Utilities - Jan.22         9       England-Thims & Miller, Inc.       Invoice #201420 - Trailmark Phase 11 CEI (WA#63) - Jan.22         9       England-Thims & Miller, Inc.       Invoice #201315 - Phases 9A, 9B & 9C Services (WA#53) - Jan.22         9       Environmental Resourse Solutions       Invoice #2021305 - Trailmark Phase 11 - Jan.22         10       Clary & Associates, Inc.       Invoice #2021-1052 - Stake Control Trailmark Unit 11A - Dec.21         3       Clary & Associates, Inc.       Invoice #2021-1053 - Stake Control Trailmark Unit 11B - Dec.21 | Invoice #200922 - Trailmark Drive Landscape Architectural Services (WA#57) - Dec.21Environmental Resourse SolutionsInvoice #200922 - Trailmark Drive Landscape Architectural Services (WA#57) - Dec.21Vallencourt Construction Co., Inc.Application #9 - Trailmark Phase 11 - Dec.21Vallencourt Construction Co., Inc.Application #0 - Trailmark Phase 9 - Nov.21Vallencourt Construction Co., Inc.Application #10 - Trailmark Phase 9 - Dec.21Vallencourt Construction Co., Inc.Application #10 - Trailmark Phase 9 - Dec.21Vallencourt Construction Co., Inc.Application #10 - Trailmark Phase 9 - Dec.21Vallencourt Construction Co., Inc.Application #10 - Trailmark Phase 9 - Dec.21Vallencourt Construction Co., Inc.Application #10 - Trailmark Phase 9 - Dec.21Jax Utilities Management, Inc.Application #1 - Trailmark Ph 11A & 11B Sitework & Utilities - Dec.21Pagland-Thims & Miller, Inc.Invoice #201420 - Trailmark Phase 11 CEI (WA#63) - Jan.22Pagland-Thims & Miller, Inc.Invoice #201315 - Phases 9A, 9B & 9C Services (WA#53) - Jan.22Parimental Resourse SolutionsInvoice #2021-1052 - Stake Control Trailmark Phase 11 - Jan.22Clary & Associates, Inc.Invoice #2021-1053 - Stake Control Trailmark Unit 118 - Dec.21Clary & Associates, Inc.Invoice #2021-1053 - Stake Control Trailmark Unit 118 - Dec.21 |

| 3/1/22             | 115        | England-Thims & Miller, Inc.                                 | Invoice #200922 - Trailmark Drive Landscape Architectural Services (WA#57) - Dec.21   |                              |
|--------------------|------------|--|---|------------------------------|
| 5/4/22<br>3/1/22   | 116        | England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc. | Return Check #133713<br>Invoice #200997 - Trailmark Ph 11 & East Parcel Ph 2 RFP (WA#54) - Dec.21   | \$ (2,160.00<br>\$ 2,396.00  |
| 3/31/22            | 110        | Rinker Materials   | Invoice #200397 - Trainflark Pil 11 & East Parcel Pil 2 KFP (WA#34) - Dec.21<br>Invoices #24431625, 24424458 & 24416535                   | \$ 10,834.56                 |
| 3/31/22            | 117        | Vallencourt Construction Co., Inc.                           | Application #11 - Trailmark Phase 9 - Feb.22  | \$ 483,480.89                |
| 3/31/22            | 118        | England-Thims & Miller, Inc.                                 | Invoice #201704 - Phases 9A, 9B & 9C CEI Services (WA#53) - Feb.22  | \$ 9,358.74                  |
| 3/31/22            | 119        | England-Thims & Miller, Inc.                                 | Invoice #201704 - Frases 3A, 5B & Se Cell Services (WA#33) - Feb.22<br>Invoice #201852 - Trailmark Phase 11 CEl Services (WA#63) - Feb.22 | \$ 9,108.50                  |
| 3/31/22            | 120        | Tree Amigos Outdoor Service, Inc.                            | Application #1 - Trailmark Phases 9A & 9B - Feb.22  | \$ 56,207.00                 |
| 3/31/22            | 121        | Vallencourt Construction Co., Inc.                           | Application #12 - Trailmark Phases 9A, 9B & 9C - Feb.22   | \$ 440.986.96                |
| 3/31/22            | 123        | Jax Utilities Management, Inc.                               | Partial - Application #3 - Trailmark Ph 11A & 11B Sitework & Utilities - Feb.22   | \$ 531,531.81                |
| 4/29/22            | 123A       | Jax Utilities Management, Inc.                               | Partial - Application #3 - Trailmark Ph 11A & 11B Sitework & Utilities - Feb.22   | \$ 179,639.14                |
| 5/6/22             | 124        | England-Thims & Miller, Inc.                                 | Invoice #202215 - Trailmark Phase 11 CEI (WA#63) - Mar.22   | \$ 12,810.19                 |
| 5/6/22             | 125        | England-Thims & Miller, Inc.                                 | Invoice #202156 - Trailmark Phases 9A, 9B & 9C CEI (WA#53) - Mar.22   | \$ 6,575.60                  |
| 5/6/22             | 126        | Vallencourt Construction Co., Inc.                           | Application #13 - Trailmark Phases 9A, 9B & 9C - Mar.22   | \$ 277,673.51                |
| 5/6/22             | 127        | Jax Utilities Management, Inc.                               | Application #4 - Trailmark Phases 11A & 11B Sitework & Utilities - Mar.22   | \$ 134,664.16                |
| 5/17/22            | 128        | England-Thims & Miller, Inc.                                 | Invoice #202831 - Trailmark Phase 11 CEI (WA#63) - Apr.22   | \$ 17,350.85                 |
| 5/17/22            | 129        | Onsight Industries, LLC                                      | Invoice #002-22-311268-1 - Trailmark Phase 9 Mailbox Installation - Apr.22  | \$ 30,719.00                 |
| 5/17/22            | 130        | Clary & Associates, Inc.                                     | Invoice #2021-987 - Phase 9 Topographic Survey on 100' Grid - Apr.22  | \$ 58,000.00                 |
| 5/17/22            | 131        | Vallencourt Construction Co., Inc.                           | Application #14 - Trailmark Phases 9A, 9B & 9C - Apr.22   | \$ 479,056.50                |
| 5/17/22            | 132        | Jax Utilities Management, Inc.                               | Application #5 - Trailmark Phase 11A & 11B - Apr.22   | \$ 839,097.04                |
| 6/29/22            | 133        | Jax Utilities Management, Inc.                               | Application #6 - Trailmark Phase 11A & 11B - May 22   | \$ 1,114,693.53              |
| 6/29/22            | 134        | Vallencourt Construction Co., Inc.                           | Application #16 - Trailmark Phases 9A, 9B & 9C - May 22   | \$ 237,753.09                |
| 6/29/22            | 135        | Vallencourt Construction Co., Inc.                           | Application #15RET - Trailmark Phases 9A, 9B & 9C - May 22  | \$ 327,255.68                |
| 6/29/22            | 136        | Clary & Associates, Inc.                                     | Invoice #2022-374 - Map & Description of Portions of Lots 194-196 - Apr.22  | \$ 500.00                    |
| 6/29/22            | 137        | Clary & Associates, Inc.                                     | Invoice #2022-376 - Topo Survey of Areas North of Phase 9A - Apr.22   | \$ 5,082.50                  |
| 6/29/22            | 138        | England-Thims & Miller, Inc.                                 | Invoice #203034 - Trailmark Phases 9A, 9B & 9C CEU Services (WA#53) - May 22  | \$ 3,681.35                  |
| 6/29/22            | 139        | England-Thims & Miller, Inc.                                 | Invoice #203068 - Trailmark Landscape Architectural Services (WA#57) - May 22   | \$ 1,200.00                  |
| 6/29/22            | 140        | England-Thims & Miller, Inc.                                 | Invoice #203176 - Trailmark Phase 11 CEI Services (WA#63) May 22  | \$ 13,310.81                 |
| 6/30/22            | 141        | Onsight Industries, LLC                                      | Invoice #002-22-316885-1 - Replacemnt of Placards in Trailmark Phase 9 - Jun.22   | \$ 170.00                    |
| 7/25/22            | 142        | England-Thims & Miller, Inc.                                 | Invoice #203484 - Phases 9A, 9B & 9C CEI Services (WA#53) - Jun.22  | \$ 2,386.99                  |
| 7/25/22            | 143        | England-Thims & Miller, Inc.                                 | Invoice #203508 - Trailmark Phase 11 CEI (WA#63) - Jun.22   | \$ 12,733.46                 |
| 8/23/22            | 144        | Vallencourt Construction Co., Inc.                           | Application #17 - Trailmark Phases 9A, 9B & 9C - Jun.22   | \$ 255,071.53                |
| 8/23/22            | 145        | Clary & Associates, Inc.                                     | Invoice #2021-988 - Trailmark Phase 9 - Tree Survey - Jun.22  | \$ 24,000.00                 |
| 8/23/22            | 146        | Jax Utilities Management, Inc.                               | Application #7 - Trailmark Ph 11A & 11B Sitework & Utilities - Jun.22   | \$ 875,116.12                |
| 8/23/22            | 147        | Gemini Engineering & Sciences                                | Invoice #21018-3 - Trailmark Phase 9 CLOMR-F - Jun.22   | \$ 3,600.00                  |
| 7/22/22            | 148        | Onsight Industries, LLC                                      | Invoice #002-22-311268-2 - Mailbox Installation - Trailmark Phase 9 - Jul.22  | \$ 1,450.00                  |
| 8/31/22            | 149        | Vallencourt Construction Co., Inc.                           | Application #18 - Trailmark Phases 9A, 9B & 9C - Jul.22   | \$ 153,715.98                |
| 8/31/22            | 150        | Jax Utilities Management, Inc.                               | Application #8 - Trailmark Ph 11A & 11B Sitework & Utilities - Jul.22   | \$ 721,050.49                |
| 8/31/22            | 151        | England-Thims & Miller, Inc.                                 | Invoice #204191 - Trailmark Phases 9A, 9B & 9C CEU Services (WA#53) - Jul.22  | \$ 3,918.88                  |
| 8/31/22<br>9/27/22 | 152<br>153 | England-Thims & Miller, Inc.                                 | Invoice #204197 - Trailmark Phase 11 CEI Services (WA#63) Jul.22<br>Application #9 - Trailmark Ph 11A & 11B Sitework & Utilities - Aug.22 | \$ 8,264.72<br>\$ 969,938.85 |
| 9/2//22<br>9/27/22 | 153        | Jax Utilities Management, Inc.<br>Onsight Industries, LLC    | Application #9 - Trailmark Ph 11A & 11B Sitework & Utilities - Aug.22<br>Invoice #002-22-323124-1 - PH 9B Street Signs - Aug.22           | \$ 969,938.85<br>\$ 2,348.20 |
|                    |            | τοτοι  |   | \$ 11,250,321.44             |
|                    |            | TOTAL  |   | \$ 11,250,321.44             |

| 9/27/22 | Wire                           | FY22 Funding Request #8-2021 AA3 PH1          | \$ | 972,287.0   |
|---------|--------------------------------|---|----|-------------|
| 9/1/22  | Interest                       |   | \$ | 0.1         |
| 8/31/22 | Wire                           | FY22 Funding Request #7-2021 AA3 PH1          | \$ | 886,950.0   |
| 8/23/22 | Wire                           | FY22 Funding Request #6-2021 AA3 PH1          | \$ | 1,157,787.6 |
| 8/1/22  | Interest                       |   | \$ | 0.0         |
| 7/18/22 | Transfer from Cost of Issuance |   | \$ | 2,500.7     |
| 7/1/22  | Interest                       |   | \$ | 0.0         |
| 6/29/22 | Wire                           | FY22 Funding Request #4-2021 & 5-2021 AA3 PH1 | \$ | 1,703,476.9 |
| 6/1/22  | Interest                       |   | \$ | 0.0         |
| 5/17/22 | Wire                           | FY22 Funding Request #3-2021 AA3 PH1          | \$ | 1,424,223.3 |
| 5/6/22  | Wire                           | FY22 Funding Request #2-2021 AA3 PH1          | \$ | 431,723.4   |
| 5/2/22  | Interest                       |   | \$ | · -         |
| 4/28/22 | Wire                           | FY22 Funding Request #1-2021 AA3 PH1          | \$ | 179,639.1   |
| 4/1/22  | Interest                       |   | \$ | 6.3         |
| 3/1/22  | Interest                       |   | Ś  | 6.8         |
| 2/1/22  | Interest                       |   | Ś  | 10.8        |
| 1/3/22  | Interest                       |   | Ś  | 13.1        |
| 12/1/21 | Interest                       |   | Ś  | 14.4        |
| 11/1/21 | Interest                       |   | Ś  | 18.4        |
| 10/1/21 | Interest                       |   | \$ | 19.2        |

| Acquisition/Construction Fund at 9/30/21 | \$ 4,491,831.23   |
|--|-------------------|
| Interest Earned thru 9/30/22             | \$ 6,758,678.11   |
| Requisitions Paid thru 9/30/22           | \$(11,250,321.44) |
| Remaining Acquisition/Construction Fund  | \$ 187.90         |

## Capital Improvement Revenue Bonds, Series 2021

Assessment Area 3, Phase 2

| Date Requisition # |    | Contractor                       | Description  |    | Requisition  |
|--------------------|----|----------------------------------|--|----|--------------|
| Fiscal Year 2022   |    |                                  |  |    |              |
| 1/25/22            | 1  | England-Thims & Miller, Inc.     | Invoice #200533 - Trailmark Phase 10 (WA#47) - Nov.21                          | \$ | 7,115.00     |
| 3/25/22            | 2  | VOID                             | VOID   | \$ | -            |
| 3/28/22            | 3  | ESC Florida, LLC                 | Invoice #938625 - Geotechnical Services Phase 10 Ponds - Dec.21                | \$ | 5,200.00     |
| 3/1/22             | 4  | England-Thims & Miller, Inc.     | Invoice #201437 - Trailmark Phase 10 (WA#47) - Jan.22                          | \$ | 26,119.79    |
| 3/1/22             | 5  | England-Thims & Miller, Inc.     | Invoice #201424 - RFP for Trailmark Phase 10 (WA#65) - Jan.22                  | \$ | 380.00       |
| 3/1/22             | 6  | England-Thims & Miller, Inc.     | Invoice #200989 - Trailmark Phase 10 (WA#47) - Dec.21                          | \$ | 6,280.00     |
| 3/1/22             | 7  | England-Thims & Miller, Inc.     | Invoice #200181 - Trailmark Phase 10 (WA#47) - Oct.21                          | \$ | 15,475.53    |
| 3/1/22             | 8  | England-Thims & Miller, Inc.     | Invocie #199910 - Trailmark Phase 10 (WA#47) - Sept.21                         | \$ | 35,062.33    |
| 3/28/22            | 9  | Kutak Rock, LLP                  | Invoice #3009873 - Project Construction Services - Jan.22                      | \$ | 1,262.00     |
| 3/25/22            | 10 | England-Thims & Miller, Inc.     | Invoice #201845 - Trailmark Phase 10 (WA#47) - Feb.22                          | \$ | 14,715.00    |
| 3/28/22            | 11 | England-Thims & Miller, Inc.     | Invoice #201855 - RFP Trailmark Phase 10 (WA#55) - Feb.22                      | \$ | 2,445.00     |
| 4/22/22            | 12 | Kutak Rock, LLP                  | Invoice #3022857 - Project Construction Services - Feb.22                      | \$ | 282.00       |
| 4/22/22            | 13 | England-Thims & Miller, Inc.     | Invoice #202213 - Trailmark Phase 10 (WA#47) - Mar.22                          | \$ | 4,450.50     |
| 4/22/22            | 14 | England-Thims & Miller, Inc.     | Invoice #202218 - RFP for Trailmark Phase 10 (WA#65) - Mar.22                  | \$ | 1,862.50     |
| 5/6/22             | 15 | St. Johns County                 | Inspection Fees for Trailmark Phase 10A & 10B                                  | \$ | 10,433.00    |
| 6/7/22             | 16 | England-Thims & Miller, Inc.     | Invoice #202827 - Trialmark Phase 10 (WA#47) Apr.22                            | \$ | 1,959.40     |
| 6/7/22             | 17 | England-Thims & Miller, Inc.     | Invoice #202834 - RPF Trailmark Phase 10 (WA#65) - Apr.22                      | \$ | 760.00       |
| 6/7/22             | 18 | Environmental Resource Solutions | Invoice #38579 - Trailmark PH10 Environmental Services - Apr.22                | \$ | 9,466.56     |
| 6/7/22             | 19 | Kutak Rock, LLP                  | Invoice #3027215-18323-2 - Project Construction Services - Mar.22              | \$ | 634.50       |
| 6/7/22             | 20 | Besch & Smith Civil Group, Inc.  | Application #1 - Trailmark Phase 10 - Apr.22                                   | \$ | 42,750.00    |
| 6/7/22             | 21 | Clary & Associates, Inc.         | Invoice #2022-336 - Survey Set Contorl Phase 10 - Apr.22                       | \$ | 4,750.00     |
| 6/21/22            | 22 | Clary & Associates, Inc.         | Invoice #2022-232 - PH10 Maps & Desc. Of Conservation Easements 38-41 - Mar.22 | \$ | 3,750.00     |
| 6/21/22            | 23 | Clary & Associates, Inc.         | Invoice #2022-335 - PH10 FPL Easements & Release Areas - Apr.22                | \$ | 1,150.00     |
| 6/21/22            | 24 | England-Thims & Miller, Inc.     | Invoice #203179 - RFP Trailmark Phase 10 (WA#65) - May 22                      | \$ | 190.00       |
| 6/21/22            | 25 | Kutak Rock, LLP                  | Invoice #3064259-18323-2 - Project Construction Services - Apr.22              | \$ | 94.00        |
| 7/25/22            | 26 | Besch & Smith Civil Group, Inc.  | Application #2 - Trailmark Phase 10 - Jun.22                                   | \$ | 186,807.09   |
| 8/22/22            | 27 | Besch & Smith Civil Group, Inc.  | Application #3 - Trailmark Phase 10 - Jul.22                                   | \$ | 353,166.98   |
| 8/22/22            | 28 | England-Thims & Miller, Inc.     | Invoice #204200 - Trailmark Phase 10 (WA#66) - Jul.22                          | \$ | 2,672.00     |
| 9/26/22            | 29 | Besch & Smith Civil Group, Inc.  | Application #4 - Trailmark Phase 10 - Aug.22                                   | \$ | 119,665.68   |
| 9/26/22            | 30 | England-Thims & Miller, Inc.     | Invoice #204590 - RFP for Trailmark PH10 CEI Services (WA#66) - Aug.22         | \$ | 13,359.34    |
|                    | -  | TOTAL                            |  | \$ | 872,258.20   |
| Fiscal Year 2022   |    |                                  |  |    |              |
| 12/1/21            |    | Interest                         |  | \$ | 2.89         |
| 1/3/22             |    | Interest                         |  | \$ | 9.97         |
| 2/1/22             |    | Interest                         |  | \$ | 9.96         |
| 3/1/22             |    | Interest                         |  | \$ | 8.98         |
| 4/1/22             |    | Interest                         |  | \$ | 9.57         |
| 5/2/22             |    | Interest                         |  | \$ | 9.17         |
| 6/1/22             |    | Interest                         |  | \$ | 9.42         |
| 7/1/22             |    | Interest                         |  | \$ | 8.90         |
| 7/21/22            |    | Transfer from Cost of Issuance   |  | \$ | 1.39         |
| 8/1/22             |    | Interest                         |  | \$ | 8.96         |
| 8/2/22             |    | Transfer from Cost of Issuance   |  | \$ | 0.03         |
| 9/1/22             |    | Interest                         |  | \$ | 1,145.27     |
| 9/1/22             |    | Interest                         |  | \$ | 4.04         |
|                    | _  | TOTAL                            |  | \$ | 1,228.55     |
|                    |    |                                  | Acquisition/Construction Fund at 11/22/21                                      | Ś  | 2,347,478.81 |
|                    |    |                                  | Interest Earned thru 9/30/22   | ś  | 1,228.55     |
|                    |    |                                  | Requisitions Paid thru 9/30/22   | \$ | (872,258.20  |
|                    |    |                                  | Remaining Acquisition/Construction Fund  | \$ | 1,476,449.16 |

Capital Improvement Revenue Bonds, Series 2021 Assessment Area 2, Phase 3B

| Date                        |          |   |  |                                |  |
|-----------------------------|----------|---|--|--------------------------------|--|
| Fiscal Year 2022<br>1/25/22 | 2        | Clary & Associates  | Invoice #2021-1051 - Set Control Points for East Parcel Phase 2 - Nov.21   | \$ 4,905.00                    |  |
| 1/25/22                     | 3        | Clary & Associates  | Invoice #2021-1069 - Set Horizontal & Vertical Control for Amenity Center Phase 2  | \$ 907.50                      |  |
| 3/14/22                     | 4        | Besch & Smith Civil Group Inc.  | Application #1 - Trailmark East Parcel Phase 2 - Dec.21  | \$ 100,059.04                  |  |
| 2/11/22                     | 5        | St. Johns County Utility Department                                   | Subcon #2021-028 - Telemetry Payment   | \$ 16,200.00                   |  |
| 3/1/22                      | 6        | Besch & Smith Civil Group Inc.  | Application #2 - Trailmark East Parcel Phase 2 - Jan.22  | \$ 409,111.07                  |  |
| 3/1/22                      | 7        | Clary & Associates  | Invoice #2021-1032 - Topo Survey - Trailmark Unit 3 - Dec.21   | \$ 1,500.00                    |  |
| 3/1/22                      | 8<br>9   | England-Thims & Miller, Inc.  | Invoice #201422 - Trailmark East Parcel Phase 2 CEI (WA#61) - Jan.22<br>Invoice #201004 - Trailmark East Parcel Phase 2 - Dec.21           | \$ 5,754.55<br>\$ 13,095.84    |  |
| 3/1/22<br>3/1/22            | 10       | England-Thims & Miller, Inc.<br>England-Thims & Miller, Inc.          | Invoice #201004 - Trailmark East Parcel Phase 2 - Dec.21<br>Invoice #200531 - Trailmark East Parcel Phase 2 - Nov.21                       | \$ 13,095.84<br>\$ 3,118.42    |  |
| 3/1/22                      | 11       | England-Thims & Miller, Inc.  | Invoice #200415 - Trailmark East Parcel Phase 2 - Oct.21   | \$ 10,267.02                   |  |
| 3/1/22                      | 12       | England-Thims & Miller, Inc.  | Invoice #199730 - Trailmark East Parcel Phase 2 - Sept.21  | \$ 7,796.31                    |  |
| 3/1/22                      | 13       | England-Thims & Miller, Inc.  | Invoice #201438 - Trailmark Amenity Center Phase 2 (WA#55) - Jan.22  | \$ 1,922.50                    |  |
| 3/1/22                      | 14       | England-Thims & Miller, Inc.  | Invoice #201423 - Trailmark East Parcel Phase 1 Amenity - Jan.22   | \$ 4,217.50                    |  |
| 3/1/22                      | 15       | England-Thims & Miller, Inc.  | Invoice #201291 - Master Site Planning (WA#51) - Jan.22  | \$ 735.00                      |  |
| 3/1/22                      | 16<br>17 | Carlton Construction, Inc.  | Application #3 - Reverie Amenity Contractor - Jan.22   | \$ 52,054.23                   |  |
| 3/1/22<br>3/1/22            | 17       | Basham & Lucas Design Group, Inc.<br>England-Thims & Miller, Inc.     | Invoice #8778 - Trailmark Amenity Expansion - Jan.22<br>Invoice #200900 - Master Site Planning (WA#51) - Dec.21                            | \$ 25,860.00<br>\$ 738.04      |  |
| 3/28/22                     | 10       | Basham & Lucas Design Group, Inc.                                     | Invoice #200900 • Waster Site Framming (WA#31) • Dec.21  | \$ 5,722.56                    |  |
| 3/28/22                     | 20       | Carlton Construction, Inc.  | Application #4 - Reverie Amenity Contractor - Feb.22   | \$ 303,741.00                  |  |
| 3/28/22                     | 21       | Besch & Smith Civil Group Inc.  | Application #3 - Trailmark East Parcel Phase 2 - Feb.22  | \$ 445,500.00                  |  |
| 3/28/22                     | 22       | England-Thims & Miller, Inc.  | Invoice #201375 - Trailmark East Parcel Phase 2 (WA#50) - Jan.22   | \$ 35,382.50                   |  |
| 3/28/22                     | 23       | England-Thims & Miller, Inc.  | Invoice #202000 - Trailmark East Parcel Phase 2 (WA#50) - Feb.22   | \$ 19,047.00                   |  |
| 3/28/22                     | 24       | England-Thims & Miller, Inc.  | Invoice #201846 - Trailmark Amenity Center phase 2 (WA#55)   | \$ 961.25                      |  |
| 3/28/22                     | 25       | England-Thims & Miller, Inc.  | Invoice #201853 - Trailmark East Parcel Phase 2 CEI (WA#61) - Feb.22   | \$ 4,187.50                    |  |
| 3/28/22<br>3/28/22          | 26<br>27 | England-Thims & Miller, Inc.<br>St. Johns County Utility Department   | Invoice #201854 - Trailmark East Parcel Phase 1 Amenity - Feb.22<br>Trailmark East Parcel Phase 1 Amenity Center - Utility Unit Connection | \$ 5,930.00<br>\$ 44,080.58    |  |
| 3/29/22                     | 28       | Basham & Lucas Design Group, Inc.                                     | Invoice #8846 - Reverie at Trailmark - Mar.22  | \$ 6,419.78                    |  |
| 4/22/22                     | 29       | Micamy Design Studio  | Invoice #521-041-1-02 - Reverie at Trailmark - Man.22  | \$ 175,544.85                  |  |
| 4/22/22                     | 30       | Micamy Design Studio  | Invoice #F21-041-1-01 - Reverie at Trailmark - FF&E Selections Phase   | \$ 5,500.00                    |  |
| 4/22/22                     | 31       | England-Thims & Miller, Inc.  | Invoice #202201 - Trailmark East Parcel Phase 2 (WA#50) - Mar.22   | \$ 1,011.98                    |  |
| 4/22/22                     | 32       | England-Thims & Miller, Inc.  | Invoice #202216 - Trailmark East Parcel Phase 2 CEI (WA#61) - Mar.22   | \$ 7,383.94                    |  |
| 4/22/22                     | 33       | England-Thims & Miller, Inc.  | Invoice #202217 - Trailmakr EP PH1 Amenity Ctr Limited Admin Contract - Mar.22   | \$ 1,002.50<br>\$ 245.00       |  |
| 4/22/22                     | 34<br>35 | England-Thims & Miller, Inc.  | Invoice #202129 - Master Site Planning (WA#51) - Mar.22  | +                              |  |
| 4/22/22<br>4/22/22          | 35       | Carlton Construction, Inc.<br>Besch & Smith Civil Group Inc.          | Application #5 - Reverie Amenity Contractor - Mar.22<br>Application #4 - Trailmark East Parcel Phase 2 - Mar.22                            | \$ 384,910.72<br>\$ 720,513.53 |  |
| 6/7/22                      | 37       | England-Thims & Miller, Inc.  | Invoice #202828 - Trailmark Amenity Center Phase 2 (WA#55) - Apr.22  | \$ 3,845.00                    |  |
| 6/7/22                      | 38       | England-Thims & Miller, Inc.  | Invoice #202833 - Trailmark East Parcel Phase 2 CEI (WA#61) - Apr.22   | \$ 4,805.20                    |  |
| 6/7/22                      | 39       | Basham & Lucas Design Group, Inc.                                     | Invoice #8890 - Trailmark Amenity Expansion - Apr.22   | \$ 7,379.25                    |  |
| 6/7/22                      | 40       | Basham & Lucas Design Group, Inc.                                     | Invoice #8867 - Reverie @ Trailmark - Apr.22   | \$ 5,229.25                    |  |
| 6/7/22                      | 41       | Carlton Construction, Inc.  | Application #6 - Reverie Amenity Contractor - Apr.22   | \$ 392,151.86                  |  |
| 6/7/22                      | 42       | Besch & Smith Civil Group Inc.  | Application #5 - Trailmark East Parcel Phase 2 - Apr.22  | \$ 1,102,008.70                |  |
| 6/7/22<br>6/7/22            | 43<br>44 | England-Thims & Miller, Inc.<br>Besch & Smith Civil Group Inc.        | Invoice #202794 - Trailmark East Parcel Phase 2 (WA#50) - Apr.22<br>Invoice #8902 - Reverie at Trailmark - Apr.22                          | \$ 3,325.47<br>\$ 4,337.50     |  |
| 6/21/22                     | 44       | Besch & Smith Civil Group Inc.  | Application #6 - Trailmark East Parcel Phase 2 - May 22  | \$ 708,498.32                  |  |
| 6/21/22                     | 46       | Carlton Construction, Inc.  | Application #7 - Reverie Amenity Contractor - May 22   | \$ 380,356.26                  |  |
| 6/21/22                     | 47       | England-Thims & Miller, Inc.  | Invoice #203030 - Master Site Planning (WA#51) - May 22  | \$ 468.75                      |  |
| 6/21/22                     | 48       | England-Thims & Miller, Inc.  | Invoice #203174 - Trailmark Amenity Center Phase 2 (WA#55) - May 22  | \$ 2,883.75                    |  |
| 6/21/22                     | 49       | England-Thims & Miller, Inc.  | Invoice #203177 - Trailmark East Parcel Phase 2 CEI (WA#61) - May 22   | \$ 12,475.81                   |  |
| 6/21/22                     | 50       | England-Thims & Miller, Inc.  | Invoice #203246 - Trailmark East Parcel Phase 2 (WA#50) - May 22   | \$ 500.00                      |  |
| 7/25/22                     | 51       | Basham & Lucas Design Group, Inc.                                     | Invoice #8961 - Trailmark Amenity Expansion - Jun.22   | \$ 9,540.00                    |  |
| 7/25/22<br>7/25/22          | 52<br>53 | Basham & Lucas Design Group, Inc.<br>England-Thims & Miller, Inc.     | Invoice #8974 - Reverie @ Trailmark - Jun.22<br>Invoice #203600 - Trailmark East Parcel Phase 2 (WA#50) - Jun.22                           | \$ 4,700.91<br>\$ 2,764.16     |  |
| 7/25/22                     | 54       | England-Thims & Miller, Inc.  | Invoice #203506 - Trailmark Cast Parcer Phase 2 (WA#50) - Jun.22   | \$ 13,457.50                   |  |
| 7/25/22                     | 55       | England-Thims & Miller, Inc.  | Invoice #203509 - Trailmark East Parcel Phase 2 CEI (WA#61) - Jun.22   | \$ 19,578.39                   |  |
| 7/25/22                     | 56       | Environmental Resource Solutions                                      | Invoice #38754 - Trailmark Phase 10 - Environmental Services - Jun.22  | \$ 9,472.07                    |  |
| 7/25/22                     | 57       | Besch & Smith Civil Group Inc.  | Application #7 - Trailmark East Parcel Phase 2 - Jun.22  | \$ 423,571.71                  |  |
| 7/25/22                     | 58       | Carlton Construction, Inc.  | Application #8 - Reverie Amenity Contractor - Jun.22   | \$ 414,388.37                  |  |
| 8/1/22                      | 59       | Avid Trails LLC   | Invoice #Trailmark SV-01 - Trailmark Phase 2 Trail System Design - Jul.22  | \$ 4,551.04                    |  |
| 8/22/22                     | 60<br>61 | Environmental Resource Solutions<br>Basham & Lucas Design Group, Inc. | Invoice #38844 - Trailmark Phase 10 - Environmental Services - Jul.22  | \$ 1,880.00<br>\$ 3,367.28     |  |
| 8/22/22<br>8/31/22          | 61<br>62 | Basham & Lucas Design Group, Inc.<br>Besch & Smith Civil Group Inc.   | Invoice #9009 - Reverie @ Trailmark - Jul.22<br>Application #8 - Trailmark East Parcel Phase 2 - Jul.22                                    | \$ 3,367.28<br>\$ 264,564.62   |  |
| 8/22/2022 &                 | 02       | Sesen & Sinta Civil Group IIC.  | Application #0 - mainlark Edst Falter Fildse 2 * Jul.22  | ÷ 204,004.02                   |  |
| 8/31/22                     | 63       | England-Thims & Miller, Inc.  | Invoice #24194 - Trailmark Amenity Center Phase 2 (WA#55) - Jul.22   | \$ 20,905.50                   |  |
| 8/31/22                     | 64       | England-Thims & Miller, Inc.  | Invoice #204198 - Trailmark East Parcel Phase 2 CEI (WA#61) - Jul.22   | \$ 22,377.75                   |  |
| 8/22/22                     | 65       | England-Thims & Miller, Inc.  | Invoice #203956 - Master Site Planning (WA#51) - Jul.22  | \$ 1,652.00                    |  |
| 8/22/22                     | 66       | Basham & Lucas Design Group, Inc.                                     | Invoice #9025 - Reverie @ Trailmark - Jul.22   | \$ 1,735.94                    |  |
| 8/31/22                     | 67       | Carlton Construction, Inc.  | Application #9 - Reverie Amenity Contractor - Jul.22   | \$ 559,288.30                  |  |
| 9/27/22<br>9/27/22          | 68<br>69 | Besch & Smith Civil Group Inc.<br>Carlton Construction. Inc.          | Application #9 - Trailmark East Parcel Phase 2 - Aug.22<br>Application #10 -Reverie Amenity @ Trailmark - Aug.22                           | \$ 841,515.63<br>\$ 766,767.01 |  |
| 9/27/22                     | 70       | England-Thims & Miller, Inc.  | Invoice #204488 - Master Site Planning (WA#51) - Aug.22  | \$ 720.50                      |  |
| 9/27/22                     | 70       | England-Thims & Miller, Inc.  | Invoice #204498 - Trailmark East Parcel Phase 2 CEI (WA#51) - Aug.22   | \$ 8,586.94                    |  |
| 9/27/22                     | 72       | Basham & Lucas Design Group, Inc.                                     | Invoice #8994 - Trailmark Amenity Expansion - Jul.22   | \$ 6,920.00                    |  |
| 9/27/22                     | 73       | Onsight Industries  | Invoice #002-22-319567-1 - Trailmark East Parcel PH2 Street Signs - Aug.22   | \$ 19,436.25                   |  |
| 9/27/22                     | 74       | Clary & Associates  | Invoice #2022-547 - Revise Conservation Easements - Aug.22   | \$ 1,750.00                    |  |
|                             |          | TOTAL   |  | ¢ 0.077.002.70                 |  |
|                             |          | TOTAL   |  | \$ 8,877,083.70                |  |
| Fiscal Year 2022            |          |   |  |                                |  |
| 12/1/21                     |          | Interest  |  | \$ 7.86                        |  |
| 1/3/22                      |          | Interest  |  | \$ 27.07                       |  |
| 2/1/22                      |          | Interest  |  | \$ 27.07                       |  |
| 3/1/22<br>4/1/22            |          | Interest<br>Interest  |  | \$ 24.39<br>\$ 23.98           |  |
| 4/1/22<br>5/1/22            |          | Interest  |  | \$ 23.98<br>\$ 18.32           |  |
| 6/1/22                      |          | Interest  |  | \$ 15.07                       |  |
| 7/1/22                      |          | Interest  |  | \$ 8.07                        |  |
| 7/21/22                     |          | Transfer from Cost of Issuance  |  | \$ 0.10                        |  |
| 8/1/22                      |          | Interest<br>Transfer from Cost of Issuance                            |  | \$ 3.05                        |  |
| 8/2/22<br>8/31/22           |          | Transfer from Cost of Issuance<br>WIRE                                | FY22 Funding Request #1-2021 (AA3 PH3B)  | \$ 0.09<br>\$ 856,392.56       |  |
| 9/1/22                      |          | Interest  | TTE FORME REQUEST #12021 (APD FIDD)  | \$ 4.78                        |  |
| 9/1/22                      |          | Interest  |  | \$ 0.04                        |  |
| 9/27/22                     |          | WIRE  | FY22 Funding Request #2-2021 (AA3 PH3B)  | \$ 1,645,696.33                |  |
|                             |          |   |  |                                |  |

| Acqu                           | Acquisition/Construction Fund at 11/22/21<br>Interest Earned thru 9/30/22<br>Requisitions Paid thru 9/30/22 |          |              |  |  |  |
|--------------------------------|---|----------|--------------|--|--|--|
| TOTAL                          |   | \$       | 2,502,248.78 |  |  |  |
| WIRE                           | FY22 Funding Request #2-2021 (AA3 PH3B)   | \$       | 1,645,696.33 |  |  |  |
| Interest                       |   | \$       | 0.04         |  |  |  |
| Interest                       |   | \$       | 4.7          |  |  |  |
| WIRE                           | FY22 Funding Request #1-2021 (AA3 PH3B)   | \$       | 856,392.5    |  |  |  |
| Transfer from Cost of Issuance |   | \$       | 0.0          |  |  |  |
| Interest                       |   | \$       | 3.0          |  |  |  |
| Transfer from Cost of Issuance |   | \$       | 0.1          |  |  |  |
| Interest                       |   | \$       | 8.0          |  |  |  |
| Interest                       |   | Ś        | 15.0         |  |  |  |
| Interest                       |   | ŝ        | 18.3         |  |  |  |
| Interest                       |   | ş        | 23.9         |  |  |  |
| Interest                       |   | ŝ        | 24.3         |  |  |  |
| Interest                       |   | ŝ        | 27.0         |  |  |  |
| Interest                       |   | \$<br>\$ | 7.86         |  |  |  |

*B*.

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

#### SPECIAL ASSESSMENT RECEIPTS - FY2022

TAX COLLECTOR

|                      |          |          |                            |          |                        |          |                       |          | ASSESSMENTS<br>ASSESSMENTS |           | 2,730,572<br>2,566,737     | \$       | 1,024,040<br>962,597<br>&M - GENERAL | \$<br>\$ | 228,094<br>214,408<br>2015 |          | 473,316<br>444,917<br>2016A |          | 563,522<br>529,711<br>2017A |          | 441,600<br>415,104<br>2020 |          |                            |
|----------------------|----------|----------|----------------------------|----------|------------------------|----------|-----------------------|----------|----------------------------|-----------|----------------------------|----------|--------------------------------------|----------|----------------------------|----------|-----------------------------|----------|-----------------------------|----------|----------------------------|----------|----------------------------|
| DATE<br>RECEIVED     | DIST.    |          | S ASSESSMENTS<br>RECEIVED  |          | ISCOUNTS/<br>PENALTIES | со       | MMISSIONS<br>PAID     |          | INTEREST<br>INCOME         |           | ET AMOUNT<br>RECEIVED      | -        | REVERIE FUNDS<br>37.50%              | DE       | BT SERVICE<br>8.35%        | DI       | EBT SERVICE<br>17.33%       | D        | EBT SERVICE<br>20.64%       | D        | EBT SERVICE<br>16.17%      |          | TOTAL<br>100%              |
| 11/4/21              | 1        | \$       | 2,120.04                   |          | 111.31                 |          | 40.17                 |          | -                          | \$        | 1,968.56                   | \$       | 738.26                               |          |                            | \$       | 341.23                      |          | 406.26                      | \$       | 318.36                     |          | 1,968.56                   |
| 11/17/21<br>11/23/21 | 2<br>3   | \$<br>\$ | 81,512.21<br>306,716.65    |          | 3,260.53<br>12,268.56  | \$<br>\$ | 1,565.03<br>5,888.96  |          | -                          | \$<br>\$  | 76,686.65<br>288,559.13    | \$<br>\$ | 28,759.61<br>108,217.65              | \$<br>\$ | 6,405.89<br>24,104.31      | \$<br>\$ | 13,292.82<br>50,018.68      | \$<br>\$ | 15,826.22<br>59,551.44      | \$<br>\$ | 12,402.10<br>46,667.04     | \$<br>\$ | 76,686.65<br>288,559.13    |
| 12/8/21              | 4        | \$       | 163,985.57                 | \$       | 6,559.38               | \$       | 3,148.52              |          | -                          | \$        | 154,277.67                 |          | 57,858.39                            | \$       | 12,887.33                  | \$       | 26,742.41                   | \$       | 31,839.08                   | \$       | 24,950.46                  | \$       | 154,277.67                 |
| 12/20/21<br>1/14/22  | 5        | \$<br>\$ | 413,986.33<br>1,117,285.03 | \$<br>\$ | 16,538.05<br>44,691.55 | \$<br>\$ | 7,948.97<br>21,451.87 | \$<br>\$ | -                          | \$<br>\$: | 389,499.31<br>1,051,141.61 | \$<br>\$ | 146,073.01<br>394,207.15             | \$<br>\$ | 32,536.19<br>87,805.39     | \$<br>\$ | 67,515.59<br>182,204.30     | \$<br>\$ | 80,382.99<br>216,929.54     | \$<br>\$ | 62,991.53<br>169,995.22    | \$<br>\$ | 389,499.31<br>1,051,141.61 |
| 1/21/22              | INT      | \$       | -                          | \$       | -                      | \$       | -                     | \$       | 32.57                      | \$        | 32.57                      |          | 12.21                                | \$       | 2.72                       | \$       | 5.65                        | \$       | 6.72                        | \$       | 5.27                       | \$       | 32.57                      |
| 2/16/22<br>3/7/22    | 7        | \$<br>\$ | 270,870.24<br>64,941.92    | \$<br>\$ | 6,974.91<br>649.37     | Ş<br>S   | 5,277.91<br>1,285.85  |          | -                          | ş         | 258,617.42<br>63,006.70    |          | 96,988.68<br>23,629.25               | \$<br>\$ | 21,603.18<br>5,263.16      | \$<br>\$ | 44,828.60<br>10,921.55      | \$<br>\$ | 53,372.22<br>13,003.02      | ş        | 41,824.74<br>10,189.72     | \$<br>\$ | 258,617.42<br>63,006.70    |
| 4/7/22               | 9        | \$       | 234,126.42                 |          | 800.69                 | \$       | 4,666.51              |          | -                          | \$        | 228,659.22                 | \$       | 85,753.53                            | \$       | 19,100.67                  | \$       | 39,635.66                   | \$       | 47,189.59                   | \$       | 36,979.77                  | \$       | 228,659.22                 |
| 6/16/22<br>6/21/22   | 10<br>11 | \$<br>¢  | 13,640.25<br>63,235.22     |          | -                      | \$<br>¢  | 272.81<br>1,264.70    |          | -                          | \$<br>¢   | 13,367.44<br>61,970.52     | \$<br>¢  | 5,013.16<br>23,240.66                | \$<br>¢  | 1,116.63<br>5,176.61       | \$<br>¢  | 2,317.10<br>10,741.94       | \$<br>¢  | 2,758.71<br>12,789.18       | \$<br>\$ | 2,161.84<br>10,022.14      | \$<br>¢  | 13,367.44<br>61,970.52     |
| 0/21/22              |          | \$       | -                          | \$       | -                      | \$       | -                     | \$       | -                          | Ş         | -                          | \$       | -                                    | Ş        | -                          | \$       | -                           | \$       | -                           | Ş        | -                          | \$       | -                          |
|                      |          | \$<br>\$ | -                          | \$<br>\$ | -                      | \$<br>\$ | -                     | \$<br>\$ | -                          | \$<br>\$  | -                          | \$<br>\$ | -                                    | \$<br>\$ | -                          | \$<br>\$ | -                           | \$<br>\$ | -                           | \$<br>\$ | -                          | \$<br>\$ | -                          |
| TOTALS               |          | \$       | 2,732,419.88               | \$       | 91,854.35              | Ś        | 52,811.30             | Ś        | 32.57                      | Ś         | 2,587,786.80               | Ś        | 970,491.57                           | Ś        | 216,166.53                 | Ś        | 448,565.53                  | Ś        | 534,054.98                  | Ś        | 418,508.20                 | Ś        | 2,587,786.80               |

#### DIRECT BILLED ASSESSMENTS

\$144,398.34 \$173,077.80 \$566,450.40

SIX MILE CREEK INVESTMENT GROUP LLC

| SERIES<br>2021 | SERIES<br>2017A  |    | GENERAL<br>FUND |    |            | NET<br>ASSESSED  | NET<br>ASSESSED |         |          |         | DUE<br>DATE | DATE<br>RECEIVED |
|----------------|------------------|----|-----------------|----|------------|------------------|-----------------|---------|----------|---------|-------------|------------------|
| -              | \$<br>-          | \$ | 36,099.58       | \$ | 36,099.58  | \$<br>36,099.58  | \$              | WIRE    | 10/15/21 | 9/30/21 |             |                  |
| -              | \$<br>-          | \$ | 36,099.58       | \$ | 36,099.58  | \$<br>36,099.58  | \$              | WIRE    | 1/1/22   | 3/21/22 |             |                  |
| 396,515.00     | \$<br>69,231.12  | \$ | 36,099.58       | \$ | 501,845.70 | \$<br>501,845.98 | \$              | WIRE    | 4/1/22   | 3/21/22 |             |                  |
| -              | \$<br>-          | \$ | 26,896.42       | \$ | 26,896.42  | \$<br>36,099.58  | \$              | VARIOUS | 7/1/22   | VARIOUS |             |                  |
| 169,935.00     | \$<br>84,066.36  | \$ | -               | \$ | 254,001.36 | \$<br>273,781.80 | \$              | VARIOUS | 9/30/22  | VARIOUS |             |                  |
| 566,450.00     | \$<br>153,297.48 | \$ | 135,195.16      | \$ | 854,942.64 | \$<br>883,926.54 | \$              |         |          | TVISC   |             |                  |

\$883,926.54

20



# Summary of Check Register

September 1, 2022 to September 30, 2022

| Fund         | Date           | Check No.'s |                      | Amount       |
|--------------|----------------|-------------|----------------------|--------------|
| General Fund | 9/8/22         | 4160-4173   | \$                   | 56,081.31    |
|              | 9/13/22        | 4174-4176   | \$                   | 36,690.76    |
|              | 9/22/22        | 4177-4184   | \$                   | 16,932.67    |
|              | 9/27/22        | 4185-4194   | \$                   | 924,006.37   |
|              |                |             | \$                   | 1,033,711.11 |
| Reverie Fund |                |             |                      |              |
|              | 9/8/22         | 47-49       | \$                   | 7,089.67     |
|              | 9/13/22        | 50          | \$<br>\$<br>\$<br>\$ | 489.42       |
|              | 9/19/22        | 51          | \$                   | 23,521.90    |
|              | 9/22/22        | 52-54       | \$                   | 5,781.62     |
|              |                |             | \$                   | 36,882.61    |
| Payroll      | September 2022 |             |                      |              |
| 5            | Darren Glynn   | 50127       | \$                   | 184.70       |
|              | Gregg Kern     | 50128       | \$                   | 184.70       |
|              | Michael Taylor | 50129       | \$                   | 184.70       |
|              | Wendy Hartley  | 50130       | \$<br>\$<br>\$       | 184.70       |
|              |                |             | \$                   | 738.80       |
|              |                |             | \$                   | 1,071,332.52 |

| AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER C<br>*** CHECK DATES 09/01/2022 - 09/30/2022 *** GENERAL FUND<br>BANK A GENERAL FUND | HECK REGISTER | RUN 10/11/22 | PAGE 1            |
|--|---------------|--------------|-------------------|
| CHECK VEND#INVOICEEXPENSED TO VENDOR NAME<br>DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS   | STATUS        | AMOUNT       | CHECK<br>AMOUNT # |
| 9/08/22 00139 9/01/22 AE090122 202209 320-53800-34500  | *             | 275.00       |                   |
| SECURITY SRVCS - 09/01/22<br>9/06/22 AE090622 202209 320-53800-34500   | *             | 275.00       |                   |
| SECURITY SRVCS - 09/06/22<br>ADAM EMINISOR   |               |              | 550.00 004160     |
| 9/08/22 00118 9/01/22 17018008 202209 330-53800-46600<br>MTHLY LAWN TREATMNT-SEP22   | *             | 245.16       |                   |
| BUG OUT SERVICE, LLC   |               |              | 245.16 004161     |
| 9/08/22 00170 8/30/22 8067322 202208 320-53800-46600<br>RMV JSMNE/DEBRIS/INST.SOD  | *             | 5,143.85     |                   |
| 8/30/22 8067323 202208 330-53800-46600<br>INST.CLBHS FLOWER/SOD/PLM  | *             | 8,879.26     |                   |
| 8/30/22 8067327 202208 320-53800-46600<br>DROP 3 OAK/PRUNE BRANCH  | *             | 1,305.00     |                   |
| 9/01/22 8058697 202209 320-53800-46200<br>LANDSCAPE SERVICES SEP22   | *             | 19,151.83    |                   |
| BRIGHTVIEW LANDSCAPE SERVICES, IN  | C.            |              | 34,479.94 004162  |
| 9/08/22 00138 9/01/22 CM090122 202208 320-53800-34500<br>SECURITY SRVCS - 08/31/22   | *             | 220.00       |                   |
| 9/06/22 CM090622 202209 320-53800-34500<br>SECURITY SRVCS - 09/03/22   | *             | 110.00       |                   |
| 9/06/22 CM090622 202209 320-53800-34500<br>SECURITY SRVCS - 09/04/22   | *             | 110.00       |                   |
| CHRISTOPHER MOBLEY   |               |              | 440.00 004163     |
| 9/08/22 00141 8/31/22 AUG22-26 202208 330-53800-46500<br>MTHLY POOL SERVICE AUG22  | *             | 1,575.00     |                   |
| CROWN POOL CLEANING, INC   |               |              | 1,575.00 004164   |
| 9/08/22 00162 9/01/22 2209 202209 320-53800-47700<br>PET STATION MAINT SEP22   | *             | 206.00       |                   |
| DOODY DADDY  |               |              | 206.00 004165     |
| 9/08/22 00022 8/31/22 204486 202208 310-51300-31100<br>GEN.CONSLT ENG SVC(WA#56)   | *             | 2,396.00     |                   |
| GEN.CONSLI ENG SVC(WA#38)<br>ENGLAND-THIMS & MILLER, INC   |               |              | 2,396.00 004166   |
| 9/08/22 00005 9/02/22 35324-12 202208 320-53800-43000  | *             | 125.31       |                   |
| 596 TRAILMARK DR #PUMP<br>9/02/22 52068-78 202208 330-53800-43000  | *             | 84.41        |                   |
| 801 TRAILMARK DR #AMENITY<br>9/02/22 57119-05 202208 320-53800-43000<br>170 RED TWIG WAY - AUG22   | *             | 26.11        |                   |

| CHECK VEND#INVOICE EXPENSED TO VENDOR NAME STATUS AMOUNTCHECK.<br>DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS AMOUNT                                    |             |
|---|-------------|
|   | #           |
| 9/02/22 62363-50 202208 320-53800-43000 * 4,535.42<br>000 PACETTI RD - AUG22 * 4,535.42   |             |
| 9/02/22 68881-76 202208 320-53800-43000 * 108.51<br>990 TRAILMARK DR #PUMP  |             |
| 9/02/22 88213-81 20208 320-53800-43000 * 34.00<br>1922 TRAILMARK DR #LS AUG   |             |
| 9/02/22 96815-95 202208 320-53800-43000 * 28.73   |             |
| 2799 PACETTI RD #ENTRY<br>9/02/22 96904-98 202208 330-53800-43000 * 1,296.17<br>805 TRAILMARK DR #AMENITY   |             |
| 805 TRAILMARK DR #AMENITY<br>FLORIDA POWER & LIGHT 6,238.66 00  | 1167        |
| 9/08/22 00001 9/01/22 160 202209 310-51300-34000 * 2,916.67<br>MANAGEMENT FEES SEP22  |             |
| 9/01/22 160 202209 310-51300-35200 * 50.00  |             |
| WEBSITE ADMIN SEP22           9/01/22 160         202209 310-51300-35100         *         87.50           INFORMATION TECH SEP22         *         87.50 |             |
| 9/01/22 160 202209 310-51300-31300 * 625.00   |             |
| DISSEMINATION FEE SEP22<br>9/01/22 160 202209 310-51300-51000 * 2.65<br>OFFICE SUPPLIES   |             |
| 9/01/22 160 202209 310-51300-42000 * 2.64<br>POSTAGE  |             |
| 9/01/22 160 202209 310-51300-42500 * 407.25<br>COPIES   |             |
| 9/01/22 160 202209 310-51300-41000 * 64.89<br>TELEPHONE   |             |
| GOVERNMENTAL MANAGEMENT SERVICES 4,156.60 00  | 1168        |
| 9/08/22 00181 9/04/22 3105977 202207 310-51300-31500 * 1,911.50<br>AMNTY AGR/DEED/EASEMNT/MT  |             |
| 9/04/22 3105979 202207 310-51300-31500 * 587.50   |             |
| BNDRT AMND ASMI/PRCL EXND       KUTAK ROCK LLP       2,499.00 00         9/08/22 00028 9/01/22 146       202209 320-53800-46700       * 1,145.00          | 1169        |
| 9/08/22 00028 9/01/22 146 202209 320-53800-46700 * 1,145.00<br>JANITORIAL SERVICES SEP22  |             |
| JANIIORIAL SERVICES SEP22<br>RIVERSIDE MANAGEMENT SERVICES,INC. 1,145.00 00   | 1170        |
| 9/08/22 00137 9/06/22 RN090622 202209 320-53800-34500 * 440.00<br>SECURITY SRVCS - 09/03/22   |             |
| SECURITI SRVCS - 09703722<br>ROBERT MICHAEL NELSON 440.00 004   | 1171        |
| 9/08/22 00039 9/01/22 6634B 202209 320-53800-46400 * 1,675.00<br>MTHLY LAKE SERVICES SEP22  |             |
| MINLI LARE SERVICES SEP22<br>SITEX AQUATICS LLC 1,675.00 00   | <u>1172</u> |

| AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER C<br>*** CHECK DATES 09/01/2022 - 09/30/2022 *** GENERAL FUND<br>BANK A GENERAL FUND | HECK REGISTER | RUN 10/11/22 | PAGE 3            |
|--|---------------|--------------|-------------------|
| CHECK VEND#INVOICEEXPENSED TO VENDOR NAME<br>DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS   | STATUS        | AMOUNT       | CHECK<br>AMOUNT # |
| 9/08/22 00084 9/01/22 22-44769 202209 320-53800-34600<br>MTHLY FIRE ALARM MNTR SEP   | *             | 34.95        |                   |
| SECURITY ENGINEERING AND DESIGN, II  | NC            |              | 34.95 004173      |
| 9/13/22 00019 9/12/22 16823 202209 300-15500-10000   | *             | 6,918.00     |                   |
| FY23 GEN.LIAB/PUBLIC OFFC<br>9/12/22 16823 202209 300-15500-10000<br>FY23 PROPERTY INSURANCE   | *             | 28,984.00    |                   |
| EGIS INSURANCE ADVISORS LLC  |               |              | 35,902.00 004174  |
| 9/13/22 00005 9/02/22 65107-18 202208 320-53800-43000  | *             | 25.99        |                   |
| 975 TRAILMARK DR #IRRG<br>9/06/22 93295-44 202208 320-53800-43000<br>404 BLOOMFIELD WAY #PUMP  | *             | 200.27       |                   |
| FLORIDA POWER & LIGHT  |               |              | 226.26 004175     |
| 9/13/22 00098 9/08/22 53656 202209 300-15500-10000   | *             | 562.50       |                   |
| ROOM RENT 10/20/22, SPEARR<br>RENAISSANCE WORLD GOLF VILLAGE   |               |              | 562.50 004176     |
| 9/22/22 00139 9/14/22 AE091422 202209 320-53800-34500<br>SECURITY SRVCS - 09/06/22   | *             | 220.00       |                   |
| 9/20/22 AE092022 202209 320-53800-34500<br>SECURITY SBVCS - 09/20/22   | *             | 330.00       |                   |
| ADAM EMINISOR  |               |              | 550.00 004177     |
| 9/22/22 00170 9/16/22 8081525 202209 320-53800-46600<br>127LEAFMORE-SPARTINA INST  | *             | 1,439.36     |                   |
| BRIGHTVIEW LANDSCAPE SERVICES, IN(   | с.            |              | 1,439.36 004178   |
| 9/22/22 00033 8/25/22 SMCCDD08 202208 320-53800-12100<br>MANAGEMENT FEES AUG22   | *             | 4,925.37     |                   |
| 8/25/22 SMCCDD08 202208 320-53800-12200<br>ONSITE PERSONNEL AUG22  | *             | 3,360.00     |                   |
| 8/25/22 SMCCDD08 202208 320-53800-46000<br>FENWICK-RPR PVC/REPRESSUR   | *             | 436.30       |                   |
| 8/25/22 SMCCDD08 202208 320-53800-51000<br>CHRIS HERRICK MAGIC-8/30  | *             | 200.00       |                   |
| 8/25/22 SMCCDD08 202208 320-53800-47500<br>HOME DEPOT-SPRING LNK/TWS   | *             | 32.15        |                   |
| 8/25/22 SMCCDD08 202208 320-53800-51000  | *             | 168.19       |                   |
| PUBLIX-SODA/JUICE/SNACKS<br>8/25/22 SMCCDD08 202208 320-53800-46100  | *             | 4.79         |                   |
| VILLAGE KEY-KEY RPLCMENT<br>8/25/22 SMCCDD08 202208 320-53800-46100<br>VILLAGE KEY-KEY RPLCMENT  | *             | 4.79         |                   |

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/11/22 PAGE 4
\*\*\* CHECK DATES 09/01/2022 - 09/30/2022 \*\*\* GENERAL FUND
BANK A GENERAL FUND

| CHECK VEND#<br>DATE                     | INVOICEEXPENSED TO<br>DATE INVOICE YRMO DPT ACCT#  | VENDOR NAME<br>SUB SUBCLASS         | STATUS | AMOUNT   | CHECK<br>AMOUNT # |
|---|--|-------------------------------------|--------|----------|-------------------|
|   | 8/25/22 SMCCDD08 202208 320-53800-   |                                     | *      | 154.65   |                   |
|   | DONOVAN CRICHTON-DJ DEP<br>8/25/22 SMCCDD08 202208 320-53800-                            |                                     | *      | 32.46    |                   |
|   | AMAZON-BACKDROP/PROPS<br>8/25/22 SMCCDD08 202208 320-53800-<br>DONOVAN CRICHTON-DJ FINAI | 47200                               | *      | 154.65   |                   |
|   | 8/25/22 SMCCDD08 202208 320-53800-<br>AMAZON-DISCO BALL/SMOKE                            |                                     | *      | 221.74   |                   |
|   | 8/25/22 SMCCDD08 202208 320-53800-<br>AMEX PROCESSING FEE AUG22                          |                                     | *      | 93.26    |                   |
|   | 8/25/22 SMCCDD08 202208 320-53800-<br>AMEX PROCESSING FEE AUG22                          | 49100                               | *      | 68.74    |                   |
|   | 8/25/22 SMCCDD08 202207 320-53800-<br>VILLAGE KEY-KEY RPLCMENT                           |                                     | *      | 5.33     |                   |
|   | 8/25/22 SMCCDD08 202207 320-53800-   |                                     | *      | 81.00    |                   |
|   | DAYBREAK MARKET-GAS REIME<br>8/25/22 SMCCDD08 202207 320-53800-                          | 47200                               | *      | 47.96    |                   |
|   | AMAZON-BACK TO SCHOOL KIT<br>8/25/22 SMCCDD08 202207 320-53800-                          | 47200                               | *      | 75.98    |                   |
|   | AMAZON-2BCK TO SCHOOL KIT<br>8/25/22 SMCCDD08 202209 320-53800-                          | 47200                               | *      | 160.00   |                   |
|   | FASTJAXTRIVIA-09/23/22   | EVERGREEN LIFESTYLES MANAGEMENT,LL  | C      |          | 10,227.36 004180  |
| 9/22/22 00028                           | 9/15/22 147 202208 320-53800-  |                                     | *      | 395.95   |                   |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | TP/PAPER TWL/TRASH/SOAP<br>9/15/22 147 202208 320-53800-                                 |                                     | *      |          |                   |
|   | DICKED TID STIDDITES ATC22   |                                     |        |          | 532 00 00/181     |
|   |  | RIVERSIDE MANAGEMENT SERVICES, INC. | *      |          |                   |
| 9/22/22 00137                           | 9/15/22 RN091522 202209 320-53800-<br>SECURITY SRVCS - 09/12/22                          |                                     |        |          |                   |
|   |  | ROBERT MICHAEL NELSON               |        |          | 275.00 004182     |
| 9/22/22 00004                           | 8/24/22 4847641 202208 310-51300-<br>RESOLUTION PARCEL EXP/IME                           | 48000                               | *      | 2,611.20 |                   |
|   | 8/24/22 4847641 202208 310-51300-  | 48000                               | *      | 1,175.04 |                   |
|   | PUB HEAR.ASMT/NOT.OF MTG<br>8/24/22 4847641 202208 310-51300-                            |                                     | *      | 91.12    |                   |
|   | NOT.OF FY23 MEETING DATES  | CA FLORIDA HOLDINGS, LLC            |        |          | 3,877.36 004183   |
| 9/22/22 00034                           | 9/07/22 21101409 202208 330-53800-   | 43200                               | *      | 30.60    |                   |
|   | 801 TRAILMARK DR - AUG22   | TECO PEOPLES GAS                    |        |          | 30,60 004184      |
|   |  |                                     |        |          |                   |

| AP300R<br>*** CHECK DATES | YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CH<br>09/01/2022 - 09/30/2022 *** GENERAL FUND<br>BANK A GENERAL FUND | ECK REGISTER | RUN 10/11/22 | PAGE 5            |
|---------------------------|--|--------------|--------------|-------------------|
| CHECK VEND#<br>DATE       | INVOICEEXPENSED TO VENDOR NAME<br>DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS   | STATUS       | AMOUNT       | CHECK<br>AMOUNT # |
| 9/27/22 00073             | 8/31/22 9 202209 300-13100-10100   | *            | 841,515.63   |                   |
|                           | TRAILMARK EAST PARCEL PH2<br>BESCH AND SMITH CIVIL GROUP, INC.   |              |              | 841,515.63 004185 |
| 9/27/22 00156             | 7/19/22 8994 202209 300-13100-10100<br>TRAILMARK AMENITY EXPANS.   | *            | 6,920.00     |                   |
|                           | BASHAM & LUCAS DESIGN GROUP INC<br>8/31/22 2022-547 202209 300-13100-10100   | *            |              |                   |
| 9/2//22 000/9             | REVISE CONSERV.EASEMENTS<br>CLARY & ASSOCIATES, INC.   |              | ,            | 1,750.00 004187   |
| 9/27/22 00022             | 8/30/22 204438 202209 300-13100-10100  | *            | 5,081.00     |                   |
|                           | TRLMRK PH12 CONSTRUCT DOC<br>8/31/22 204448 202209 300-13100-10100   | *            | 720.50       |                   |
|                           | MASTER SITE PLANNING WA51<br>8/31/22 204488 202209 300-13100-10100   | *            | 10,125.00    |                   |
|                           | EAST PARCEL PH3 WA#59<br>8/31/22 204489 202209 300-13100-10100   | *            | 2,922.35     |                   |
|                           | PH13 CONSTRUCT DOCS WA#60<br>8/31/22 204498 202209 300-13100-10100   | *            | 8,586.94     |                   |
|                           | TRAILMARK EP PH2 CEI WA61<br>9/02/22 204591 202209 300-13100-10100<br>TRLMRK PH12 CONSTR. WA#67                      | *            | 380.00       |                   |
|                           | ENGLAND-THIMS & MILLER, INC  |              |              | 27,815.79 004188  |
| 9/27/22 00127             | 9/07/22 1000098 202209 300-13100-10100<br>TRKMRK PH13 PONDS GEO SER  |              | 6,000.00     |                   |
|                           | ECS FLORIDA, LLC   |              |              | 6,000.00 004189   |
| 9/27/22 00132             | 8/31/22 38919 202209 300-13100-10100   | *            | 1,330.00     |                   |
|                           | EP 2/3 CEI PH12 CE COORD.<br>8/31/22 38919 202209 300-13100-10100  | V            | 1,330.00-    |                   |
|                           | EP 2/3 CEI PH12 CE COORD.<br>ENVIRONMENTAL SERVICES, INC.  |              |              | .00 004190        |
| 9/27/22 00181             | 9/04/22 3105978 202209 300-13100-10100   | *            | 117.50       |                   |
|                           | PROJECT CONSTRUCTION KUTAK ROCK LLP  |              |              | 117.50 004191     |
| 9/27/22 00104             | 9/07/22 002-22-3 202209 300-13100-10100  | *            | 19,436.25    |                   |
|                           | TRLMRK EP PH2 ST. SIGNS<br>9/07/22 002-22-3 202209 300-13100-10100   | *            | 2,348.20     |                   |
|                           | TRLMRK PH9B STREET SIGNS ONSIGHT INDUSTRIES LLC DBA  |              |              | 21,784.45 004192  |
|                           |  |              |              |                   |

| AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER<br>*** CHECK DATES 09/01/2022 - 09/30/2022 *** GENERAL FUND<br>BANK A GENERAL FUND | CHECK REGISTER | RUN 10/11/22 | PAGE 6            |
|--|----------------|--------------|-------------------|
| CHECK VEND#INVOICEEXPENSED TO VENDOR NAME<br>DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS   | STATUS         | AMOUNT       | CHECK<br>AMOUNT # |
| 9/27/22 00199 9/09/22 MDP-2022 202209 300-13100-10100  | *              | 16,773.00    |                   |
| CONSTRUCTION INSPECT. FEE ST. JOHNS COUNTY   |                |              | 16,773.00 004193  |
| 9/27/22 00174 8/31/22 38919 202209 300-13100-10100   | *              | 1,330.00     |                   |
| EP 2/3 CE PH12 CE COORD.<br>ENVIRONMENTAL RESOURCE SOLUTIONS   | 3              |              | 1,330.00 004194   |
| TOTAL FOR BAN  | IK A           | 1,033,711.11 |                   |
| TOTAL FOR REG  | ISTER          | 1,033,711.11 |                   |

| AP300R<br>*** CHECK DATES | 09/01/2022 - 09/30           | YEAR-TO-DATE<br>)/2022 *** I                               | ACCOUNTS PAYA<br>REVERIE<br>BANK B REVERIE | BLE PREPAID/COMPUTE<br>FUND | ER CHECK REGISTER | RUN 10/11/22 | PAGE 1            |
|---------------------------|------------------------------|--|--|-----------------------------|-------------------|--------------|-------------------|
| CHECK VEND#<br>DATE       | DATE INVOICE                 | EXPENSED TO<br>YRMO DPT ACCT#                              | SUB SUBCLASS                               | VENDOR NAME                 | STATUS            | AMOUNT       | CHECK<br>AMOUNT # |
| 9/08/22 00002             | 9/01/22 2209-RT<br>REV-PET   | 202209 340-53800<br>STATION MNT SEP22                      | 2  |                             | *                 | 200100       | 103.00 000047     |
| 9/08/22 00004             | 8/24/22 718636               |  | -34500                                     |                             |                   | 120.00       |                   |
|                           | 8/24/22 718636A              | JAL RESIDENT SEP22   | -34500<br>2                                |                             |                   | 120.00       |                   |
|                           |                              |  | HIDDEN EYES                                | LLC DBA ENVERA SYS          | STEMS             |              | 240.00 000048     |
| 9/08/22 00003             | 8/28/22 18362                | 202208 340-53800-  |  |                             | *                 | 5,604.67     |                   |
|                           | 8/31/22 18398                | PE MAINT AUG22<br>202208 340-53800<br>JE LINE/DECODE/POI   |  |                             | *                 | 1,142.00     |                   |
|                           |                              |  | TREE AMIGOS                                | OUTDOOR SERVICES I          |                   |              | 6,746.67 000049   |
| 9/13/22 00001             |                              |  | -43000                                     |                             | *                 | 256.69       |                   |
|                           | 9/07/22 23340-53             |  | -43000                                     |                             | *                 | 180.12       |                   |
|                           | 9/07/22 72968-38             |  | -43000                                     |                             | *                 | 26.50        |                   |
|                           | 9/07/22 97807-53             | VIND CT - AUG22<br>202208 340-53800<br>7 BLOSSOM WAY-AUG   |  |                             | *                 | 26.11        |                   |
|                           | 02 BERRI                     | DECOSOM WAI-AUG  | FLORIDA POW                                | ER & LIGHT                  |                   |              | 489.42 000050     |
| 9/19/22 00008             | 8/25/22 F654687M             |  |  |                             | *                 | 14,900.00    |                   |
|                           | 8/25/22 F6546871             | RIX MACHINE/WEIGH<br>202208 340-53800<br>F WEIGHT/BAND/BAL | -52000                                     |                             | *                 | 8,621.90     |                   |
|                           |                              |  | COMMERCIAL                                 | FITNESS PRODUCTS, I         | INC               |              | 23,521.90 000051  |
| 9/22/22 00008             | 9/20/22 MKDKQ170             | 202209 340-53800<br>WARRANTY FIT.EO                        | -52000                                     |                             | *                 | 3,335.00     |                   |
|                           |                              | ) WARRANII FII.EQI   | COMMERCIAL                                 | FITNESS PRODUCTS, I         | INC               |              | 3,335.00 000052   |
| 9/22/22 00004             | 9/01/22 719173<br>ALLARM M   | 202209 300-15500-<br>MONITOR SRVC OCT22                    | -10000                                     |                             | *                 | 2,201.62     |                   |
|                           |                              |  | HIDDEN EYES                                | LLC DBA ENVERA SYS          | STEMS             |              | 2,201.62 000053   |
| 9/22/22 00006             | 9/19/22 002-22-3<br>REINST E | 202209 340-53800-<br>EAST PARCEL SIGN                      |  |                             | *                 | 245.00       |                   |
|                           |                              |  | ONSIGHT IND                                | JSTRIES LLC DBA             |                   |              | 245.00 000054     |
|                           |                              |  |  |                             | BANK B            |              |                   |

| AP300R YEAR-TO-DAT<br>*** CHECK DATES 09/01/2022 - 09/30/2022 *** | E ACCOUNTS PAYABLE PREPAID/COMPUTER<br>REVERIE<br>BANK B REVERIE FUND | CHECK REGISTER | RUN 10/11/22 | PAGE 2            |
|---|---|----------------|--------------|-------------------|
| CHECK VEND#INVOICEEXPENSED TO.<br>DATE DATE INVOICE YRMO DPT ACCT |   | STATUS         | AMOUNT       | CHECK<br>AMOUNT # |

TOTAL FOR REGISTER 36,882.61

# ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

DETAIL INVOICE

| INVOICES A  | TRAILN<br>**PLEASE FILL<br>ARE DUE EACH MONDA | IN ALL Y                       |             |                                 | ISO.ORG        | A A       |
|---|---|--------------------------------|-------------|---------------------------------|----------------|-----------|
| REMIT PAYMENT TO:   | BILL TO:                                      |                                |             | INVOICE #                       |                |           |
| Adam Eminisor   | Six Mile Creek                                | 475 West Town Place, Suite 114 |             | SERVICE DAT                     | 9/1/22         |           |
|   | 475 West Tow                                  |                                |             | INVOICE DAT                     | TE:            |           |
|   | St. Augustine,                                |                                |             | TOTAL DUE:                      |                | \$275.00  |
|   | *BLUE BOXES                                   | *BLUE BOXES PAYROLL USE        |             | DUE DATE:                       | UPON           | RECEIPT   |
| DATE  | CAD #   |                                | TIME IN     | TIME OUT                        | TOTAL<br>HOURS | TOTAL DUE |
| Thursday, September 1, 202  | 2 SJSO22CAD19                                 | 5409                           | 1:00 PM     | 6:00 PM                         | 5              | \$275.00  |
|   | SJSO20CAD                                     |                                |             |                                 |                |           |
|   | SJSO20CAD                                     |                                |             |                                 |                |           |
|   | SJSO20CAD                                     |                                |             |                                 |                |           |
|   | SJSO20CAD                                     |                                |             |                                 |                |           |
|   | SJSO20CAD                                     |                                | -           |                                 |                |           |
|   | SJSO20CAD                                     |                                |             |                                 |                | -         |
| ACTIVITY / COMMENTS:  |   |                                | HOUR RATE   | \$55.00                         | 5              | \$275.00  |
| Golf cart violations – 0<br>Weathered Edge Drive traf<br>Citizen Assist – 0<br>PATROLLED NEIGHBORHOO<br>GATE/CONSTRUCTION SITE<br>TRAILER. COMPLETED SAF<br>TRAILMARK DR. | OD/POWER LINE RD (T<br>ES. LOCATED TRAILER I  | d – 2<br>RAILS AI<br>N ROAD    | WAY ON SHEL | ty<br>AUNCH/BACK<br>MORE, HAD ( | OWNER REI      | MOVE THE  |
|   |   |                                |             | SE<br>BY:                       | P 0 6 202      | 2         |

# ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

.

|   |                    | RK INVOICE              |            | JSO.ORG   | Ŕ         |
|---|--------------------|-------------------------|------------|---|-----------|
| REMIT PAYMENT TO:   | BILL TO:           |                         | INVOICE #  |   |           |
| Adam Eminisor   | Six Mile Creek CDI | Six Mile Creek CDD      |            | TE:   | 9/6/22    |
|   | 475 West Town Pl   | lace, Suite 114         | INVOICE DA | and the second se |           |
|   |                    | St. Augustine, FL 32092 |            |   | \$275.00  |
|   |                    |                         |            |   | RECEIPT   |
| DATE  | CAD #              | TIME IN                 | TIME OUT   | TOTAL   | TOTAL DUE |
| Tuesday, September 6, 2022  | SJSO22CAD19933     | 2 7:00 AM               | 12:00 PM   | 5   | \$275.00  |
|   | SJSO20CAD          |                         |            |   |           |
| ACTIVITY / COMMENTS:  | 33020CAD           | HOUR RATE               | \$55.00    | 5   | \$275.00  |
| Golf cart violations – 0<br>Weathered Edge Drive traffic<br>Citizen Assist – 0  |                    |                         | ity        |   | 07, 2022  |
| PATROLLED NEIGHBORHOOD<br>GATE/CONSTRUCTION SITES.<br>WHEN STOP SIGNS ARE OUT I | FOLLOWED SCHOOL BU | SES DUE TO COM          |            | EOPLE PAS   | A see     |

revised 2-10-2020

# APPROVED

By Alex Boyer at 9:34 am, Sep 02, 2022

Amenity-Landscape Contingency

From: To: Subject: Date: Attachme

Terrera Viscana Alex, Borest: Antinens: Resenting Radi: Your Bectronic Statement Thursday, September 1, 2022 3:48:22 PM Compand ac4631 unit Teresa Viscarra

Leresa Viscarra Governmental Management Services-CF, LLC 1408 Hamlin Avenue, Unit E St.Cloud, FD 34771 Direct: (407) 347-4103 Fax: (407) 839-1526

Begin forwarded message:

From: <<u>Info@BugOutService.com</u>> Subject: Your Electronic Statement Date: September 1, 2022 at 12:42:58 PM PDT To: <tviscarra@omscti.com>

#118 Mthly Lung Treatment - Sep 22 30-98.4(1





|   |                                   |   | ST                                | ATEMENT                                 |        |                 |        |
|---|-----------------------------------|---|-----------------------------------|---|--------|-----------------|--------|
| Statement Date: 09/01/22<br>Bug Out<br>PO Box 600730<br>Jacksonville, FL 32260-0730<br>904-743-8272 |                                   | Bill To [766527]<br>Six Mile Creek CDD<br>1408 Hamlin Ave<br>Unit E<br>Saint Cloud, FL 34771-8588 |                                   |   |        |                 |        |
| Date  | Invoice                           | Description   |                                   |   | Amount | Batance         | Due    |
|   |                                   |   |                                   |   |        |                 |        |
| Service Addr  | ess: Six Mile Creek C             | DD, Trailmark Amenities   | Center 805 Trailmark Dr, Saint Ar | ugustine, FL 32092-7634                 |        |                 |        |
|   | ess: Six Mile Creek C<br>17018008 | DD, Trailmark Amenities<br>Lawn Service Rec.  |                                   | ugustine, FL 32092-7634                 | 245,16 | 245.16          | 245.16 |
| Service Addr<br>09/01/22<br>Current   | 17018008                          |   |                                   | ugustine, FL 32092-7634<br>Over 90 Days | 245,16 | 245.16<br>Tatal | 245.16 |

This message originated from outside the Evergreen Lifestyles Management organization. Please do not click links or open attackments if you do not recognize the sender's email address.



Sold To: 22539664 Six Mile CDD 475 W Town Pl Ste 114 St Augustine FL 32092

# APPROVED By Alex Boyer at 9:29 am, Sep 07, 2022

O&M-Landscape contingency



Customer #: 22539664 Invoice #: 8067322 Invoice Date: 8/30/2022 Sales Order: 7891805 Cust PO #:

INVOICE

Project Name: Six Mile/ Trailmark- Back Creek Jasmine/Sod enhancement Project Description: Enhancement

| Job Number | Description                                      | Qty   | UM | Unit Price  | Amount   |
|------------|--|-------|----|---|----------|
| 460800520  | Six Mile CDD Trailmark<br>Back Creek enhancement | 1.000 | EA | 5143.85   | 5,143.85 |
|            | #170   |       |    |   |          |
|            | 220.578.416                                      |       |    |   |          |
|            |  |       |    |   |          |
|            |  |       |    |   |          |
|            |  |       |    |   |          |
|            |  |       |    |   |          |
|            |  |       |    | İ   |          |
|            |  |       |    |   |          |
|            |  |       |    |   |          |
|            |  |       | T  | otal Invoice Amount<br>axable Amount<br>ax Amount | 5,143.8  |
|            |  |       | B  | alance Due  | 5,143.8  |

Please detach stub and remit with your payment

Payment Stub Customer Account #: 22539664 Invoice #: 8067322 Invoice Date: 8/30/2022

Amount Due: \$ 5,143.85

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Six Mile CDD 475 W Town Pl Ste 114 St Augustine FL 32092



Sold To: 22539664 Six Mile CDD 475 W Town Pl Ste 114 St Augustine FL 32092



Amenity-Landscape Contingency



Customer #: 22539664 Invoice #: 8067323 Invoice Date: 8/30/2022 Sales Order: 7892390 Cust PO #:

INVOI

Project Name: Six Mile CDD/Trailmark- Clubhouse enhancement Project Description: enhancement

| Description                                     | Qty   | UM  | Unit Price   | Amount   |
|---|---|---|--|--|
| Six Mile CDD Trailmark<br>Clubhouse Enhancement | 1.000   | EA  | 8879.26  | 8,879.20   |
| #17-0<br>370-578-466                            |   | Ì   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
|   |   | T   | otal Invoice Amount<br>axable Amount<br>ax Amount                                    | 8,879.2  |
| 1   | Six Mile CDD Trailmark<br>Clubhouse Enhancement<br>せいつり | Six Mile CDD Trailmark<br>Clubhouse Enhancement 1.000<br>せいてい | Six Mile CDD Trailmark<br>Clubhouse Enhancement<br>1.000 EA<br># \\7 0<br>370.575466 | Six Mile CDD Trailmark<br>Clubhouse Enhancement 1.000 EA 8879.26<br>せいしん<br>ファロ・S18466<br>Total Invoice Amount<br>Taxable Amount |

Please detach stub and remit with your payment

Payment Stub Customer Account #: 22539664 Invoice #: 8067323 Invoice Date: 8/30/2022

Amount Due: \$ 8,879.26

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Six Mile CDD 475 W Town Pl Ste 114 St Augustine FL 32092



Sold To: 22539664 Six Mile CDD 475 W Town Pl Ste 114 St Augustine FL 32092



O&M-Landscape contingency



Customer #: 22539664 Invoice #: 8067327 Invoice Date: 8/30/2022 Sales Order: 7899869 Cust PO #:

INVOICE

Project Name: Six Mile- 71 red twig tree Project Description: General tree

| Job Number | Description   | Qty   | UM | Unit Price  | Amount   |
|------------|---|-------|----|---|----------|
| 460800520  | Six Mile CDD Trailmark<br>71 Red Twig- preserve trees | 1.000 | EA | 1305.00   | 1,305.00 |
|            | #1170   |       |    |   |          |
|            | 32.0.578.466  |       |    |   |          |
|            |   |       |    |   |          |
|            |   |       |    |   |          |
|            |   |       |    |   |          |
|            |   |       |    |   |          |
|            |   |       |    |   |          |
|            |   |       |    |   |          |
|            |   |       |    |   |          |
|            |   |       |    | otal Invoice Amount<br>axable Amount<br>ax Amount | 1,305.0  |
|            |   |       | B  | alance Due  | 1,305.0  |

If you have any questions regarding this inve

Please detach stub and remit with your payment

Payment Stub Customer Account #: 22539664 Invoice #: 8067327 Invoice Date: 8/30/2022

Amount Due: \$1,305.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Six Mile CDD 475 W Town Pl Ste 114 St Augustine FL 32092

|                                     | 2   |   | INVOICE                |
|-------------------------------------|---|---|------------------------|
|                                     | tView   | APPROVED<br>By Alex Boyer at 9:13 am, Aug 29, 2   | 2022                   |
| Li                                  | andscape Services   | O&M- Landscape Contract                           |                        |
| Six Mile C<br>475 W To<br>St August | DD<br>wn PI Ste 114<br>ine FL 32092   | AUG 2 9 2022<br>BY:                               | 8058697                |
| Job Number                          | Description   |   | Amount                 |
| 460800520                           | Six Mile CDD Trailmark<br>Six Mile CDD Trailmark<br>For September<br>#170<br>Jund<br>22 | ample Survices Sep22<br>0 528-412                 | 19,151.83              |
|                                     |   | Total invoice amount<br>Tax amount<br>Balance due | 19,151.83<br>19,151.83 |

Terms: Net 15 Days

If you have any questions regarding this invoice, please call -

Please detach stub and remit with your payment

-----

Payment Stub Customer Account#: 22539664 Invoice #: 8058697 Invoice Date: 9/1/2022

Amount Due: \$19,151.83

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Six Mile CDD 475 W Town PI Ste 114 St Augustine FL 32092

# ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

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SEP 01 2022

|                            | TRAILMARK<br>**PLEASE FILL IN ALL Y<br>DUE EACH MONDAY BY 8AI | ELLOW BOXES  |             | ISO.ORG        | A         |
|----------------------------|---|--------------|-------------|----------------|-----------|
| REMIT PAYMENT TO:          | BILL TO:  |              | INVOICE #   |                |           |
| Christopher Mobley         | Six Mile Creek CDD  |              | SERVICE DAT | TE:            |           |
|                            | 475 West Town Place   | , Suite 114  | INVOICE DA  | re:            | 9/1/22    |
|                            | St. Augustine, FL 3209  | 2            | TOTAL DUE:  |                | \$220.00  |
|                            | *BLUE BOXES PAYRO   | LL USE ONLY* | DUE DATE:   | UPON           | RECEIPT   |
| DATE                       | CAD #   | TIME IN      | TIME OUT    | TOTAL<br>HOURS | TOTAL DUE |
| Wednesday, August 31, 2022 | SJSO22CAD194858   | 6:30PM       | 10:30 PM    | 4              | \$220.00  |
|                            |   |              |             |                |           |
| ACTIVITY / COMMENTS:       |   | HOUR RATE    | \$55.00     | 4              | \$220.00  |

Conducted foot patrols of the amenity center area, pool area, park area. I conducted patrols on every street in the entire neighborhood with no issues to report. Monitored traffic entering/exiting the neighborhood. Conducted traffic enforcement on Trailmark Drive and Weathered Edge Drive. Focused traffic enforcement in the area of Trailmark Drive and Topiary Avenue.

H178 220-578-345

**APPROVED** By Alex Boyer at 10:48 am, Sep 01, 2022

**O&M-Security** 

revised 2-10-2020

# ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

| INVOICES ARE D              | TRAILMARK<br>**PLEASE FILL IN ALL Y<br>DUE EACH MONDAY BY 8AP | ELLOW BOXES  |             | ISO.ORG | A         |
|-----------------------------|---|--------------|-------------|---------|-----------|
| REMIT PAYMENT TO:           | BILL TO:  |              | INVOICE #   |         |           |
| Christopher Mobley          | Six Mile Creek CDD  |              | SERVICE DAT | TE:     |           |
|                             | 475 West Town Place,  | Suite 114    | INVOICE DA  | TE:     | 9/6/22    |
|                             | St. Augustine, FL 3209  | 2            | TOTAL DUE:  |         | \$220.00  |
|                             | *BLUE BOXES PAYRO   | LL USE ONLY* | DUE DATE:   | UPON    | RECEIPT   |
| DATE                        | CAD #   | TIME IN      | TIME OUT    | TOTAL   | TOTAL DUE |
| Saturday, September 3, 2022 | SJSO22CAD197180   | 2:30 PM      | 4:30 PM     | 2       | \$110.00  |
| Sunday, September 4, 2022   | SJSO22CAD197960   | 2:15 PM      | 4:15 PM     | 2       | \$110.00  |
|                             |   |              |             |         |           |
| ACTIVITY / COMMENTS:        |   | HOUR RATE    | \$55.00     | 4       | \$220.00  |

Conducted foot patrols of the amenity center area, pool area, park area. I conducted patrols on every street in the entire neighborhood with no issues to report. Monitored traffic entering/exiting the neighborhood. Conducted traffic enforcement on Trailmark Drive and Weathered Edge Drive. Focused traffic enforcement in the area of Trailmark Drive and Topiary Avenue.

APPROVED By Alex Boyer at 9:10 am, Sep 06, 2022

#138

O&M-Security

720-578-745



revised 2-10-2020

# CROMN POOLS INC 3002 PHILIPS HWY JACKSONVILLE, FL 32207

# Invoice

| 3002 PHILIPS<br>JACKSONVIL                                       |  |                |                 | Date 8/31/2022 | AUG22-269                      |
|--|--|----------------|-----------------|----------------|--------------------------------|
| 904-858-4300   | ACCOUNTING@CROWNPOOLSINC.COM                   |                | 1               | 0/31/2022      | AU022-209                      |
| Bill To<br>FRAILMARK, CDD<br>305 TRAILMARK I<br>3T. AUGUSTINE, F |  |                |                 |                | 06, 2022<br>ECEN<br>SEP 06 202 |
|  |  |                | Term            | IS BY          |                                |
|  |  |                | Due upon        |                |                                |
| Quantity 1 M   | Description<br>IONTHLY POOL SERVICE FOR AUGUST | Rat            | e 1,575.00 8/31 | Serviced       | Amount<br>1,575.00             |
|  |  |                |                 |                |                                |
| <u> </u>   |  |                | T               | otal           | \$1,575.00                     |
|  | Cus  | stomer Total I | Balance         |                | \$1,575.0                      |

# **APPROVED** By Alex Boyer at 9:38 am, Sep 07, 2022







| DESCRIPTION OF WORKSTATIONSVISITSServicing for - September2 stations2 X Week#IO2• Pet Waste Station Maintenance<br>20 51 δ · L G 2 | 500 C | Prepared for Six Mile<br>nark Dr. St. Augustin | 805 Trailr | The state of the                      | Invoice No. 2209 |
|--|-------|--|------------|---------------------------------------|------------------|
| <ul> <li>#162</li> <li>Pet Waste Station Maintenance</li> </ul>  | TOT   | VISITS   | STATIONS   | IPTION OF WORK                        | DESCRIP          |
|  | \$20  | 2 X Week                                       | 2 stations | #162<br>Pet Waste Station Maintenance | 0                |
| TOTAL  | \$20  |  |            |                                       |                  |

DOODY DADDY - 904.826 9235 - DOODYDADDYJAX@GMAIL.COM - P.O. Box 600967 Jax, FL 32260



Six Mile Creek Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

#22 310.97.911

August 31, 2022 Project No: Invoice No:

21325.00000 0204486

Project 21325.00000 Six Mile Creek CDD-General Consulting Engineering Services (WA#56)
Professional Services rendered through August 27, 2022

| Task        | 01              | General Consulting                                | Engineering S | Svcs (#56   |          |            |
|-------------|-----------------|---|---------------|---|----------|------------|
| Professiona | l Personnel     | о при селотори и македон — при наши за селотори — |               | er hen som en der er felst 🖷 en die zie het die der |          |            |
|             |                 |   | Hours         | Rate  | Amount   |            |
| Principal   | - Vice Preside  | nt  |               |   |          |            |
| Wild,       | Scott           | 8/20/2022   | 4.00          | 245.00  | 980.00   |            |
| Project N   | <i>l</i> anager |   |               |   |          |            |
| Breck       | ht, John        | 8/13/2022   | 2.50          | 180.00  | 450.00   |            |
| Breck       | ht, John        | 8/20/2022   | 2.75          | 180.00  | 495.00   |            |
| Breck       | ht, John        | 8/27/2022   | .75           | 180.00  | 135.00   |            |
| Adminstr    | ative Support   |   |               |   |          |            |
| Blair,      | Shelley         | 8/13/2022   | 1.50          | 84.00   | 126.00   |            |
| Blair,      | Shelley         | 8/20/2022   | 2.50          | 84.00   | 210.00   |            |
|             | Totals          |   | 14.00         |   | 2,396.00 |            |
|             | Total L         | abor  |               |   |          | 2,396.00   |
|             |                 |   |               | Total thi   | is Task  | \$2,396.00 |
| ask         | ХР              | Expenses  |               |   |          |            |
|             |                 | AN 87728  |               | Total thi   | is Task  | 0.00       |
|             |                 |   | Invoi         | ice Total this                                      | Period   | \$2,396.00 |

England-Thimy&Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Crid SL. Auguster Road • Jacksonvile. Florida 2028 • Lei 0xi • 442 esso • far 9xi • 448 • 646 CA-00002184 LC 000018



#### Electric Bill Statement

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 35324-12024 Service Address: 596 TRAILMARK DR # PUMP SAINT AUGUSTINE, FL 32092

## SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

# **CURRENT BILL**

\$125.31 TOTAL AMOUNT YOU OWE

Sep 23, 2022 NEW CHARGES DUE BY

Pay \$81.03 instead of \$125.31 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. FPL.com/BB

| Total new charges          | 125.3 <sup>-</sup> |
|----------------------------|--------------------|
| Balance before new charges | 0.0                |
| Payments received          | -124.14            |
| Amount of your last bill   | 124.1              |



### **KEEP IN MIND**

- · Enroll now in FPL Budget Billing when you pay \$81.03 by your due date instead of \$125.31. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.

# #5

20.58.47



AMOUNT ENCLOSED

ACCOUNT NUMBER

TOTAL AMOUNT YOU OWE

NEW CHARGES DUE BY



Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number: 35324-12024

#### METER SUMMARY

| Meter reading - Meter K | J82919. Next meter | readir | ig Oct 4, 2022 |   |       |
|-------------------------|--------------------|--------|----------------|---|-------|
| Usage Type              | Current            | -      | Previous       | - | Usage |
| kWh used                | 56177              |        | 55201          |   | 976   |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 | Sep 2, 2021 |
| kWh Used     | 976         | 966         | 302         |
| Service days | 30          | 29          | 30          |
| kWh/day      | 32          | 33          | 10          |
| Amount       | \$125.31    | \$124.14    | \$39.97     |

#### **KEEP IN MIND**

- Taxes and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is
  a direct pass-through to customers. FPL does not profit from fuel, although
  higher costs do result in higher state and local taxes and fees.

# BILL DETAILS

| Amount of your look bill            |          | 104.14   |
|-------------------------------------|----------|----------|
| Amount of your last bill            |          | 124.14   |
| Payment received - Thank you        |          | -124.14  |
| Balance before new charges          |          | \$0.00   |
| New Charges                         |          |          |
| Rate: GS-1 GENERAL SVC NON-DEMAND / | BUSINESS |          |
| Base charge:                        | \$11.91  |          |
| Non-fuel: (\$0.074820 per kWh)      | \$73.03  |          |
| Fuel: (\$0.038060 per kWh)          | \$37.15  |          |
| Electric service amount             | 122.09   |          |
| Gross rec. tax/Regulatory fee       | 3.22     |          |
| Taxes and charges                   | 3.22     |          |
| Total new charges                   |          | \$125.31 |
| Total amount you owe                |          | \$125.31 |

### Stay ready and connected

The FPL Mobile App is an easy, secure way to report outages and stay informed during a storm.

### FPL.com/MobileApp

## Save energy and money

Use the Energy Manager tool to find personalized recommendations and savings tips.

FPL.com/BizManager

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Electric Bill Statement

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 52068-78125 Service Address: 801 TRAILMARK DR # AMENITY SAINT AUGUSTINE, FL 32092

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

# CURRENT BILL

\$84.41 TOTAL AMOUNT YOU OWE

Sep 23, 2022

NEW CHARGES DUE BY

| BILL SUMMAR                | Y       |
|----------------------------|---------|
| Amount of your last bill   | 84.41   |
| Payments received          | -84.41  |
| Balance before new charges | 0.00    |
| Total new charges          | 84.41   |
| Total amount you owe       | \$84.41 |

Pay \$79.65 instead

of \$84.41 by your

due date. Enroll in

FPL.com/BB

FPL Budget Billing<sup>®</sup>.



# **KEEP IN MIND**

- Enroll now in FPL Budget Billing when you pay \$79.65 by your due date instead of \$84.41. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.

# #5 278-178-47





Amount of your last bill

Electric service amount

Taxes and charges

Total new charges

Total amount you owe

Gross rec. tax/Regulatory fee

New Charges

Base charge:

Non-fuel:

Fuel:

Payment received - Thank you

(\$0.074820 per kWh)

(\$0.038060 per kWh)

Balance before new charges

Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Account Number: 52068-78125

\$11.91

\$46.62

\$23.71

82.24

2.17

2.17

84.41

\$0.00

-84.41

\$84.41

\$84.41

#### METER SUMMARY

| Meter reading - Meter K | L87133. Next meter | readia | ng Oct 4, 2022. |   |       |
|-------------------------|--------------------|--------|-----------------|---|-------|
| Usage Type              | Current            | -      | Previous        | = | Usage |
| kWh used                | 36637              |        | 36014           |   | 623   |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 | Sep 2, 2021 |
| kWh Used     | 623         | 623         | 802         |
| Service days | 30          | 29          | 30          |
| kWh/day      | 20          | 21          | 26          |
| Amount       | \$84.41     | \$84.41     | \$88.13     |

#### **KEEP IN MIND**

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#### Electric Bill Statement

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 57119-05173 Service Address: 170 RED TWIG WAY SAINT AUGUSTINE, FL 32092

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

# CURRENT BILL

\$26.11 TOTAL AMOUNT YOU OWE

Sep 23, 2022

NEW CHARGES DUE BY

| BILL SUMMARY               |                           |
|----------------------------|---------------------------|
| Amount of your last bill   | 26.1                      |
| Payments received          | -26.1                     |
| Balance before new charges | 0.00                      |
| Total new charges          | 26.1                      |
| Total amount you owe       | \$26.11                   |
| (See )                     | bage 2 for bill details.) |



#### **KEEP IN MIND**

- Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.
- Your bill is subject to a minimum base bill charge. Please visit FPL.com/ rates for details.

# #S J20-578-67

SEP 0 6 2022 BY:





Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number: 57119-05173

#### BILL DETAILS

| Total new charges   | \$26.11         |
|---|-----------------|
| Taxes and charges   | 0.67            |
| Gross rec. tax/Regulatory fee   | 0.67            |
| Electric service amount   | 25.44           |
| Fuel: (\$0.038060 per kWh)  | \$0.38          |
| Non-fuel: (\$0.074820 per kWh)  | \$0.73          |
| Minimum base bill charge:   | \$12.42         |
| New Charges<br>Rate: GS-1 GENERAL SVC NON-DEMAND / BUSI<br>Base charge: | IESS<br>\$11.91 |
| Balance before new charges  | \$0.00          |
| Payment received - Thank you  | -26.11          |
| Amount of your last bill  | 26.11           |

#### METER SUMMARY

| Meter reading - Meter ACD8981. Next meter reading Oct 4, 2022. |         |   |          |   |       |
|--|---------|---|----------|---|-------|
| Usage Type   | Current | - | Previous | = | Usage |
| kWh used   | 00080   |   | 00070    |   | 10    |

#### **ENERGY USAGE COMPARISON**

|              | This Month  | Last Month  |
|--------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 |
| kWh Used     | 10          | 10          |
| Service days | 30          | 29          |
| kWh/day      | 0           | 0           |
| Amount       | \$26.11     | \$26.11     |

#### **KEEP IN MIND**

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Electric Bill Statement

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 62363-50267 Service Address: 000 PACETTI RD SAINT AUGUSTINE, FL 32092

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

#### CURRENT BILL

**\$4,535.42** TOTAL AMOUNT YOU OWE

## Sep 23, 2022

NEW CHARGES DUE BY

| BILL SUMMAR<br>Amount of your last bill | 4,535,42                    |
|---|-----------------------------|
| Payments received                       | -4,535.42                   |
| Balance before new charges              | 0.00                        |
| Total new charges                       | 4,535.42                    |
| Total amount you owe                    | \$4,535.42                  |
| (See                                    | e page 2 for bill details.) |



#### **KEEP IN MIND**

- Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

# 5 20.578.43





Amount of your last bill Payment received - Thank you

New Charges

Balance before new charges

Electric service amount \*\*

Taxes and charges

Total new charges

Total amount you owe

Gross rec. tax/Regulatory fee

Rate: SL-1 STREET LIGHTING SERVICE

Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Account Number: 62363-50267

4,535.42

-4,535.42

\$4,535.42

\$4,535.42

4,530.05

5.37

5.37

\$0.00

#### METER SUMMARY

| Next bill date Oct 4, 2022. |       |
|-----------------------------|-------|
| Usage Type                  | Usage |
| Total kWh used              | 3068  |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 | Sep 2, 2021 |
| kWh Used     | 3068        | 3068        | 2223        |
| Service days | 30          | 29          | 30          |
| kWh/day      | 102         | 106         | 74          |
| Amount       | \$4,535.42  | \$4,535.42  | \$3,279.34  |

#### **KEEP IN MIND**

- Taxes and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is
  a direct pass-through to customers. FPL does not profit from fuel, although
  higher costs do result in higher state and local taxes and fees.

\*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

Fuel charge:

\$0.030820 per kWh \$0.037500 per kWh

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Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number: 62363-50267

For: 08-03-2022 to 09-02-2022 (30 days) kWh/Day: 102 Service Address: 000 PACETTI RD SAINT AUGUSTINE, FL 32092

#### **Detail of Rate Schedule Charges for Street Lights**

| Component Code   | Watts | Lumens | Owner/<br>Maint * | Quantity | Rate/Unit                        | kWh Used | Amount                    |
|--|-------|--------|-------------------|----------|----------------------------------|----------|---------------------------|
| C861204<br>Energy<br>Non-energy<br>Fixtures<br>Maintenance | 39    | 3292   | F                 | 145      | 0.400000<br>6.370000<br>1.300000 | 1,885    | 58.00<br>923.65<br>188.50 |
| F861224<br>Energy<br>Non-energy<br>Fixtures<br>Maintenance | 39    | 3500   | F                 | 91       | 0.400000<br>4.500000<br>1.300000 | 1,183    | 36.40<br>409.50<br>118.30 |
| PMF0001<br>Non-energy<br>Fixtures                          |       |        |                   | 236      | 8.890000                         |          | 2,098.04                  |
| UCNP<br>Non-energy<br>Maintenance                          |       |        |                   | 13,083   | 0.044980                         |          | 588.47                    |
|  |       |        |                   |          |                                  |          |                           |

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT 1408 HAMLIN AVE UNIT E SAINT CLOUD FL 34771-8588



Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number:

62363-50267

For: 08-03-2022 to 09-02-2022 (30 days) kWh/Day: 102 Service Address: 000 PACETTI RD SAINT AUGUSTINE, FL 32092

| Component Code | Watts | Lumens | Owner/<br>Maint * | Quantity        | Rate/Unit   | kWh Used | Amount  |
|----------------|-------|--------|-------------------|-----------------|---|----------|---|
|                |       | 1      |                   |                 | Energy sub total  |          | 94.40   |
|                |       |        |                   | No              | n-energy sub total  |          | 4,326.46  |
|                |       |        |                   |                 | Sub total   | 3,068    | 4,420.86  |
|                |       |        | C                 | apacity paymer  | tion cost recovery<br>at recovery charge<br>st recovery charge                                      |          | 1.29<br>0.55<br>1.41                                |
|                |       |        |                   | Storm protectio | nsition rider credit<br>n recovery charge<br>Fuel charge<br>c service amount<br>s rec. tax/Reg. fee |          | -15.89<br>6.78<br>115.05<br><b>4,530.05</b><br>5.37 |
|                |       |        |                   |                 | Total   | 3,068    | 4,535.42  |

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER





Electric Bill Statement

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 68881-76028 Service Address: 990 TRAILMARK DR # PUMP SAINT AUGUSTINE, FL 32092

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

#### CURRENT BILL

\$108.51

TOTAL AMOUNT YOU OWE

Sep 23, 2022 NEW CHARGES DUE BY Pay \$55.56 instead of \$108.51 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. **FPL.com/BB** 

| Amount of your last bill   | 28.73   |
|----------------------------|---------|
| Payments received          | -28.73  |
| Balance before new charges | 0.00    |
| Total new charges          | 108.5   |
| Total amount you owe       | \$108.5 |



#### KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$55.56 by your due date instead of \$108.51. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.

#S 120-578-613





Visit FPL.com/PayBill for ways to pay.

68881-76028

ACCOUNT NUMBER

TOTAL AMOUNT YOU OWE NEW CHARGES DUE BY

\$108.51

Sep 23, 2022

AMOUNT ENCLOSED

\$



Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number: 68881-76028

#### BILL DETAILS

| American test with                     |         | 08.72    |
|--|---------|----------|
| Amount of your last bill               |         | 28.73    |
| Payment received - Thank you           |         | -28,73   |
| Balance before new charges             |         | \$0.00   |
| New Charges                            |         |          |
| Rate: GS-1 GENERAL SVC NON-DEMAND / BU | SINESS  |          |
| Base charge:                           | \$11.91 |          |
| Non-fuel: (\$0.074820 per kWh)         | \$62.18 |          |
| Fuel: (\$0.038060 per kWh)             | \$31.63 |          |
| Electric service amount                | 105.72  |          |
| Gross rec. tax/Regulatory fee          | 2.79    |          |
| Taxes and charges                      | 2.79    |          |
| Total new charges                      |         | \$108.51 |
| Total amount you owe                   |         | \$108.51 |

#### METER SUMMARY

| Meter reading - Meter KJ43593. Next meter reading Oct 4, 2022. |                  |   |                   |   |              |
|--|------------------|---|-------------------|---|--------------|
| Usage Type<br>kWh used   | Current<br>54262 | - | Previous<br>53431 | = | Usage<br>831 |
| ENERGY USAGE CO  | OMPARISON        |   |                   |   |              |

#### This Month Last Month Last Year Sep 2, 2021 Service to Sep 2, 2022 Aug 3, 2022 kWh Used 831 771 66 29 30 Service days 30 kWh/day 27 2 25 Amount \$108.51 \$28.73 \$85.17

#### **KEEP IN MIND**

 Taxes and charges on your bill are determined and required by your local and state government to be used at their discretion.

The fuel charge represents the cost of fuel used to generate electricity. It is
a direct pass-through to customers. FPL does not profit from fuel, although
higher costs do result in higher state and local taxes and fees.

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#### FPL.com/MobileApp

#### Save energy and money

Use the Energy Manager tool to find personalized recommendations and savings tips.

#### FPL.com/BizManager

#### We are here to help

If you are experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.

#### FPL.com/Help

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



#### Electric Bill Statement

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 88213-81483 Service Address: 1922 TRAILMARK DR #LS SAINT AUGUSTINE, FL 32092

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

#### CURRENT BILL

\$34.00

TOTAL AMOUNT YOU OWE

Sep 23, 2022 NEW CHARGES DUE BY Pay \$27.98 instead of \$34.00 by your due date. Enroll in FPL Budget Billing®. FPL.com/BB

| Amount of your last bill   | 32.04   |
|----------------------------|---------|
| Payments received          | -32.04  |
| Balance before new charges | 0.00    |
| Total new charges          | 34.00   |
| Total amount you owe       | \$34.00 |



#### **KEEP IN MIND**

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- Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.
- Your bill is subject to a minimum base bill charge. Please visit FPL.com/ rates for details.

#S 320-578.47





Amount of your last bill Payment received - Thank you

**New Charges** 

Base charge:

Non-fuel:

Fuel:

Balance before new charges

Minimum base bill charge:

Electric service amount

Taxes and charges

Total new charges

Total amount you owe

Gross rec. tax/Regulatory fee

(\$0.074820 per kWh)

(\$0.038060 per kWh)

Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Account Number: 88213-81483

\$11.91

\$1.02

\$13.39 \$6.81

33.13

0.87

0.87

32.04

-32.04

\$0.00

\$34.00

\$34.00

#### METER SUMMARY

| Meter reading - | Meter KJ39626. Next meter | readir | ng Oct 4, 2022. |   |       |
|-----------------|---------------------------|--------|-----------------|---|-------|
| Usage Type      | Current                   | -      | Previous        | = | Usage |
| kWh used        | 03300                     |        | 03121           |   | 179   |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 | Sep 2, 2021 |
| kWh Used     | 179         | 137         | 123         |
| Service days | 30          | 29          | 30          |
| kWh/day      | 5           | 4           | 4           |
| Amount       | \$34.00     | \$32.04     | \$22.72     |

#### **KEEP IN MIND**

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#### **Electric Bill Statement**

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 96815-95436 Service Address: 2799 PACETTI RD #ENTRY SAINT AUGUSTINE, FL 32092

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

#### CURRENT BILL

\$28.73 TOTAL AMOUNT YOU OWE

Sep 23, 2022 NEW CHARGES DUE BY

Pay \$24.56 instead of \$28.73 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. FPL.com/BB

| Amount of your last bill   | 28.69   |
|----------------------------|---------|
| Payments received          | -28.69  |
| Balance before new charges | 0.00    |
| Total new charges          | 28.73   |
| Total amount you owe       | \$28.73 |



#### **KEEP IN MIND**

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- · Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.
- Your bill is subject to a minimum base bill charge. Please visit FPL.com/ rates for details.

2tt 720-538-41



for ways to pay.

ACCOUNT NUMBER

TOTAL AMOUNT YOU OWE

NEW CHARGES DUE BY

AMOUNT ENCLOSED



Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Account Number: 96815-95436

| Total amount you owe                            |              |         |
|---|--------------|---------|
| Total new charges                               |              | \$28.73 |
| Taxes and charges                               | 0.74         |         |
| Gross rec. tax/Regulatory fee                   | 0.74         |         |
| Electric service amount                         | 27.99        |         |
| Fuel: (\$0.038060 per kWh)                      | \$2.51       |         |
| Non-fuel: (\$0.074820 per kWh)                  | \$4.93       |         |
| Minimum base bill charge:                       | \$8.64       |         |
| Base charge:                                    | \$11.91      |         |
| New Charges<br>Rate: GS-1 GENERAL SVC NON-DEMAN | D / BUSINESS |         |
| Balance before new charges                      |              | \$0.00  |
| Payment received - Thank you                    |              | -28,69  |
| Amount of your last bill                        |              | 28.69   |

#### METER SUMMARY

| Meter reading - Meter ACD4547. Next meter reading Oct 4, 2022. |         |   |          |   |       |  |
|--|---------|---|----------|---|-------|--|
| Usage Type   | Current | - | Previous | = | Usage |  |
| kWh used   | 13854   |   | 13788    |   | 66    |  |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 | Sep 2, 2021 |
| kWh Used     | 66          | 65          | 114         |
| Service days | 30          | 29          | 30          |
| kWh/day      | 2           | 2           | 4           |
| Amount       | \$28.73     | \$28.69     | \$21.86     |

#### **KEEP IN MIND**

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#### Electric Bill Statement

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 96904-98127 Service Address: 805 TRAILMARK DR # AMENITY SAINT AUGUSTINE, FL 32092

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

#### CURRENT BILL

\$1,296.17 TOTAL AMOUNT YOU OWE

Sep 23, 2022 NEW CHARGES DUE BY

Pay \$1,092.31 instead of \$1,296.17 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. FPL.com/BB

| Amount of your last bill   | 1,228.09                    |
|----------------------------|-----------------------------|
| Payments received          | -1,228.09                   |
| Balance before new charges | 0.00                        |
| Total new charges          | 1,296.1                     |
| Total amount you owe       | \$1,296.17                  |
| (Se                        | e page 2 for bill details.) |



#### KEEP IN MIND

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- Payment received after November 23, 2022 is considered LATE; a late payment charge of 1% will apply.

45 JOO. 578-43





96904-98127

ACCOUNT NUMBER TOT

TOTAL AMOUNT YOU OWE NEW CHARGES DUE BY

Sep 23, 2022

\$1,296.17

AMOUNT ENCLOSED

\$



Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number: 96904-98127

#### METER SUMMARY

| Meter reading - Meter KU32264. Next meter reading Oct 4, 2022. |         |            |         |   |       |  |
|--|---------|------------|---------|---|-------|--|
| Usage Type   | Current | - Previous | x Const | = | Usage |  |
| kWh used   | 13420   | 13196      | 60      |   | 13440 |  |
| Demand KW  | .52     |            | 60.00   | 2 | 31    |  |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 | Sep 2, 2021 |
| kWh Used     | 13440       | 12780       | 13200       |
| Service days | 30          | 29          | 30          |
| kWh/day      | 448         | 440         | 440         |
| Amount       | \$1,296.17  | \$1,228.09  | \$1,065.91  |

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- The fuel charge represents the cost of fuel used to generate electricity. It is
  a direct pass-through to customers. FPL does not profit from fuel, although
  higher costs do result in higher state and local taxes and fees.

#### BILL DETAILS

| Total amount you owe                              |          | \$1,296.17 |
|---|----------|------------|
| Total new charges                                 | *******  | \$1,296.17 |
| Taxes and charges                                 | 33.31    |            |
| Gross rec. tax/Regulatory fee                     | 33.31    |            |
| Electric service amount                           | 1,262.86 |            |
| Demand: (\$11.93 per KW)                          | \$369.83 |            |
| Fuel: (\$0.038060 per kWh)                        | \$511.53 |            |
| Non-fuel: (\$0.026290 per kWh)                    | \$353.33 |            |
| Base charge:                                      | \$28,17  |            |
| New Charges<br>Rate: GSD-1 GENERAL SERVICE DEMAND |          |            |
| Balance before new charges                        |          | \$0.00     |
| Payment received - Thank you                      |          | -1,228.09  |
| Amount of your last bill                          |          | 1,228.09   |

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# **Governmental Management Services, LLC**

1001 Bradford Way Kingston, TN 37763

Invoice #: 160 Invoice Date: 9/1/22 Due Date: 9/1/22 Case: P.O. Number:

Bill To: Six Mile Creek CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

| Description  | ☆  | Hours/Qty        | Rate  | Amount                    |
|--|--|------------------|---|---------------------------|
| Description<br>Management Fees - September 2022<br>Website Administration - September 2022<br>Information Technology - September 2022<br>Office Supplies<br>Postage<br>Copies<br>Telephone | #1<br>352<br>351<br>313<br>51<br>412<br>41 | Hours/Qty        | Rate<br>2,916.67<br>50.00<br>87.50<br>625.00<br>2.65<br>2.64<br>407.25<br>64.89 | 2,916.6<br>50.00<br>87.50 |
|  |  | Total<br>Payment | s/Credits   | \$4,156.60<br>\$0.00      |
|  |  | Balance          |   | \$4,156.60                |

# Invoice

#### KUTAK ROCK LLP

**TALLAHASSEE, FLORIDA** Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

September 4, 2022

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

Wire Transfer Remit To: ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # Reference: Invoice No. 3105977 Client Matter No. 18323-1

| Mr. Jim Oliver  |                        |
|---|------------------------|
| Six Mile Creek CDD  |                        |
| Governmental Management Se                                  | rvices - St. Augustine |
| Suite 114<br>475 West Town Place<br>St. Augustine, FL 32092 | 4181<br>216-517-315    |



Invoice No. 3105977 18323-1

#### Re: Six Mile Creek CDD - General Counsel

For Professional Legal Services Rendered

| 07/01/22 | W. Haber | 0.30 | 70.50  | Prepare O&M assessment notices and confer with Oliver regarding  |
|----------|----------|------|--------|--|
| 07/10/22 | W. Haber | 0.80 | 188.00 | same<br>Review agreement for amenity<br>maintenance for Reverie facilities;<br>review and respond to             |
| č.       |          |      |        | correspondence from Greenstein<br>regarding conservation easement and<br>review deed and easement                |
| 07/11/22 | W. Haber | 0.80 | 188.00 | Participate in conference call to<br>discuss agenda; confer with<br>Greenstein regarding conservation            |
| 07/13/22 | W. Haber | 0.30 | 70.50  | easement and deed<br>Confer with Sweeting regarding<br>conservation easement resolution;                         |
| 07/15/22 | W. Haber | 0.50 | 117.50 | confer with Greenstein regarding<br>same<br>Review equipment lease documents<br>and confer with Taylor regarding |

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

#### KUTAK ROCK LLP

Six Mile Creek CDD September 4, 2022 Client Matter No. 18323-1 Invoice No. 3105977 Page 2

| 07/18/22                    | M. Rigoni    | 0.10 | 18.00  | same<br>Prepare memorandum regarding<br>statutory changes to publication   |
|-----------------------------|--------------|------|--------|--|
| 07/19/22                    | W. Haber     | 0.90 | 211.50 | requirements<br>Prepare budget funding agreements<br>and confer with Oliver and Kern<br>regarding same; prepare for Board<br>meeting; prepare license agreements |
| 07/20/22                    | W. Haber     | 1.40 | 329.00 | Prepare for and participate in Board<br>meeting  |
| 07/25/22                    | W. Haber     | 0.60 | 141.00 | Confer with counsel for developer<br>regarding conservation easement;<br>review and revise amended<br>disclosure   |
| 07/25/22                    | K. Jusevitch | 0.40 | 50.00  | Confer with Haber; update disclosure<br>of public financing and correspond<br>with district manager  |
| 07/26/22                    | W. Haber     | 0.50 | 117.50 | Review and respond to<br>correspondence regarding Pro-Vigil<br>termination; review agreement<br>regarding same   |
| 07/26/22                    | K. Jusevitch | 1.40 | 175.00 | Prepare assessment hearing notices;<br>confer with Haber   |
| 07/27/22                    | W. Haber     | 0.70 | 164.50 | Review and respond to<br>correspondence regarding<br>termination of Pro-Vigil agreement;<br>prepare form of license agreement                                    |
| 07/28/22                    | W. Haber     | 0.30 | 70.50  | Review fitness equipment lease;<br>confer with Taylor regarding same   |
| TOTAL HOU                   | JRS          | 9.00 |        |  |
| TOTAL FOR SERVICES RENDERED |              |      |        | \$1,911.50   |
| TOTAL CURRENT AMOUNT DUE    |              |      |        | <u>\$1,911.50</u>  |

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

#### KUTAK ROCK LLP

TALLAHASSEE, FLORIDA Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

September 4, 2022

Six Mile Creek CDD

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

Wire Transfer Remit To: ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # Reference: Invoice No. 3105979 Client Matter No. 18323-3

> SEP 0 4 2022 BY:

> > Invoice No. 3105979 18323-3

Governmental Management Services – St. Augustine Suite 114 475 West Town Place St. Augustine, FL 32092 710 fl7.7U

#### Re: Boundary Amendment

For Professional Legal Services Rendered

| 07/01/22                    | W. Haber   | 1.40  | 329.00 | Prepare resolution declaring<br>assessments for boundary<br>amendment parcel and<br>correspondence to Fulks regarding<br>same |
|-----------------------------|------------|-------|--------|---|
| 07/20/22                    | W. Haber   | 0.60  | 141.00 | Review and revise methodology for<br>allocation to expansion parcel;<br>confer with Fulks regarding same                      |
| 07/25/22                    | W. Haber   | 0.50  | 117.50 | Begin preparation of assessment<br>notices for expansion parcel; confer<br>with Fulks regarding methodology                   |
| TOTAL HOU                   | JRS        | 2.50  |        |   |
| TOTAL FOR SERVICES RENDERED |            |       |        | \$587.50  |
| TOTAL CUF                   | RENT AMOUN | T DUE |        | <u>\$587.50</u>   |

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT Riverside Management Services, Inc 9655 Florida Mining Blvd. W. Building 300, Suite 305 Jacksonville, FL 32257

# Invoice

|     | EC  | Antonia L | 120 | F |  |
|-----|-----|-----------|-----|---|--|
| K   | SEP | 02        | 202 | 2 |  |
| BY: |     |           |     | _ |  |

Invoice #: 146 Invoice Date: 9/1/2022 Due Date: 9/1/2022 Case: P.O. Number:

Bill To: Six Mile Creek 475 West Town Place Suite 114 St. Augustine, FL 32092

| Description   | #28 01              | Hours/Qty Rate  | Amount                   |
|---|---------------------|---|--------------------------|
| Description<br>320.538.46700 - Janitorial Services - September 2022 | #28<br>520:\$98:4(7 | and the first state state is a second of the second state of the second | Amount<br>15.00 1,145.00 |
| Jury Lanhut   |                     | Total<br>Payments/Credi   | \$1,145.00<br>its \$0.00 |
| 0 0 9.2-22  |                     | Balance Due   | \$1,145.00               |

#### ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

| INVOICES ARE D   | TRAILMARK<br>**PLEASE FILL IN ALL Y<br>DUE EACH MONDAY BY 8AM | ELLOW BOXES  |            | JSO.ORG | A         |
|--|---|--|------------|---------|-----------|
| REMIT PAYMENT TO:  | BILL TO:  |  | INVOICE #  |         |           |
| Robert M. Nelson   | Six Mile Creek CDD  |  | SERVICE DA | TE:     |           |
|  | 475 West Town Place,  | Suite 114  | INVOICE DA | TE:     | 9/6/22    |
|  | St. Augustine, FL 3209  | 2  | TOTAL DUE: |         | \$440.00  |
|  | *BLUE BOXES PAYRO   |  |            |         | RECEIPT   |
| DATE   | CAD #   | TIME IN  | TIME OUT   | TOTAL   | TOTAL DUE |
| Saturday, September 3, 2022  | SJSO22CAD196908   | 8a   | 4p         | 8       | \$440.00  |
|  | SJSO22CAD   |  | <u> </u>   |         |           |
|  | SJSO22CAD   |  |            |         |           |
|  | SJSO22CAD   |  |            |         |           |
|  | SJSO22CAD   |  |            |         |           |
|  | SJS022CAD   |  |            |         |           |
|  | SJSO22CAD   |  |            |         |           |
| ACTIVITY / COMMENTS:   |   | HOUR RATE  | \$55.00    | 8       | \$440.00  |
| Traffic Stops – 2<br>DUMP TRUCK STOPS – 0<br>Golf cart violations – 0<br>Reckless Driver – 0<br>Citizen Assist – 1<br>Crash – 0<br>Assisted with Alarm in neighbor<br>PATROLLED NEIGHBORHOOD/P<br>GATE/CONSTRUCTION SITES. N | OWER LINE RD (TRAILS AL                                       | <b>Yer at 9:27</b><br>Y<br>Ing-up.<br>SO)/KAYAK LA | BY:        | C       | 22        |



#### 7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256

0 2 2022

Project



Terms

BY

Bill To Six Mile Creek CDD Teresa Viscarra GMS

#### #39 Services 220 .538.4(4

|          |  | Net 30      |            |
|----------|--|-------------|------------|
| Quantity | Description                                      | Rate        | Amount     |
|          | Monthly Lake Maintenance- 13 Waterways-September | 1,675.00    | 1,675.00   |
|          |  | Balance Due | \$1,675.00 |

P.O. No.

Invoice

Invoice Numbe 22-44769

Invoice Date 9/1/22

Page

Security Engineering And Designs, Inc. 3139 Waller Street Jacksonville, FL 32254

Voice: 904-371-4931

#### Fax:

#### Sold To:

Trailamrk Amenity Center (6 MILE CREEK) 1408 HAMLIN AVENUE. UNIT E ST. CLOUD, FL 34771

#### Customer IDTA-3315-5F

| Customer PO  | Payment Terms     | Sales Rep ID            | Due Date |
|--|-------------------|-------------------------|----------|
|  | Net 10 Days       |                         | 9/11/22  |
| C  | escription        |                         | Amount   |
| ONTHLY FIRE ALARM MONITOR.   | ING SERVICE       |                         | 34.95    |
|  | APPROVED          |                         |          |
|  |                   | t 8:47 am, Aug 31, 2022 |          |
|  | Amenity-Security  |                         |          |
| K.   | , intenity boound |                         |          |
|  |                   |                         |          |
|  |                   |                         |          |
|  |                   |                         |          |
|  |                   |                         |          |
|  |                   |                         |          |
|  |                   |                         |          |
|  |                   |                         |          |
| Service Department: 371-4931<br>Monitoring Center: 800-318-948<br>Installation: 371-4931 | 36                |                         |          |
|  |                   | Subtota                 | 34.9     |
| Please include invoice number or   | n payment         | Sales Ta                |          |
|  |                   | Total Invoice Amou      | 34.95    |
| 22-44769   |                   | Payment Receive         | 0.0      |
|  |                   | TOTAL                   | 34.9     |

Site Address:

AUG 3 0 2022

1 1

BY

Trailamrk Amenity Center 805 Trailmark Dr. St. Augustine, FL 32092

MALINA CALL



| *                         |
|---------------------------|
| 115                       |
| Insurance & Risk Advisors |
|                           |

Six Mile Creek Community Development District c/o Governmental Management Services

| Customer            | Six Mile Creek Community<br>Development District |  |
|---------------------|--|--|
| Acet #              | 187  |  |
| Date                | 09/12/2022                                       |  |
| Customer<br>Service | Kristina Rudez                                   |  |
| Page                | 1 of 1   |  |

| Payment Info    | mation   |           |
|-----------------|----------|-----------|
| Invoice Summary | \$       | 35,902.00 |
| Payment Amount  |          |           |
| Payment for:    | Invoice# | 16823     |
| 100122193       |          |           |

Thank You

Please detach and return with payment

## ×

Customer: Six Mile Creek Community Development District

219 E Livingston St Orlando, FL 32801

| Invoice     | Effective                             | Transaction       | Description   |                               | Ar   | nount     |
|-------------|---------------------------------------|-------------------|---|-------------------------------|------|-----------|
| 16823       | 10/01/2022                            | Renew policy      | Policy #100122193 10/01/2022-10/0<br>Florida Insurance Alliance<br>Package - Renew policy<br>Due Date: 9/12/2022<br>#19<br>General Liability/Public Officials<br>Property Coverage<br>)00.\\$\. | 1/2023<br>\$6,918<br>\$28,984 | )=C  | 35,902.00 |
|             |                                       | -                 |   |                               |      | Total     |
|             |                                       |                   |   |                               | \$   | 35,902.00 |
|             |                                       |                   |   |                               | That | ik You    |
|             | NTS SENT OVERN<br>rica Lockbox Servic |                   | ldwood Rd. College Park, GA 30349   |                               |      |           |
|             |                                       | nsurance Advisors | (321)233-9939   | Date                          |      |           |
| P.O. Box 74 | 8555                                  |                   |   | 09/12/2022                    |      |           |

t.



#### **Electric Bill Statement**

For: Aug 3, 2022 to Sep 2, 2022 (30 days) Statement Date: Sep 2, 2022 Account Number: 65107-18163 Service Address: 975 TRAILMARK DR # IRR SAINT AUGUSTINE, FL 32092

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT. Here's what you owe for this billing period.

#### **CURRENT BILL**

\$25.99

TOTAL AMOUNT YOU OWE

Sep 27, 2022 NEW CHARGES DUE BY

Pay \$20.89 instead of \$25.99 by your due date. Enroll in FPL Budget Billing®. FPL.com/BB

|    | BILL SUMMAR                | 1                         |
|----|----------------------------|---------------------------|
|    | Amount of your last bill   | 26.17                     |
|    | Payments received          | -26.17                    |
|    | Balance before new charges | 0.00                      |
|    | Total new charges          | 25.99                     |
| 18 | Totai amount you owe       | \$25.99                   |
|    | (See                       | page 2 for bill details.) |



#### **KEEP IN MIND**

- · Enroll now in FPL Budget Billing when you pay \$20.89 by your due date instead of \$25.99. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- · Payment received after November 28, 2022 is considered LATE; a late payment charge of 1% will apply.
- Your bill is subject to a minimum base bill charge. Please visit FPL.com/ rates for details.

```
#5
120.578.613
```



AMOUNT ENCLOSED



TOTAL AMOUNT YOU OWE

NEW CHARGES DUE BY



Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number: 65107-18163

#### BILL DETAILS

| Amount of your last bill         |   | 26.17   |
|----------------------------------|---|---------|
| Payment received - Thank you     |   | -26.17  |
| Balance before new charges       | *************************************** | \$0.00  |
| New Charges                      |   |         |
| Rate: GS-1 GENERAL SVC NON-DEMAN |   |         |
| Base charge:                     | \$11.91                                 |         |
| Minimum base bill charge:        | \$12.62                                 |         |
| Non-fuel: (\$0.074820 per kWh)   | \$0.52                                  |         |
| Fuel: (\$0.038060 per kWh)       | \$0.27                                  |         |
| Electric service amount          | 25.32                                   |         |
| Gross rec. tax/Regulatory fee    | 0.67                                    |         |
| Taxes and charges                | 0.67                                    |         |
| Total new charges                |   | \$25.99 |
| Total amount you owe             |   | \$25.99 |

#### METER SUMMARY

| Meter reading - Meter KJ6881 | 6. Next meter | r readin | g Oct 4, 2022. |   |       |
|------------------------------|---------------|----------|----------------|---|-------|
| Usage Type                   | Current       | -        | Previous       | = | Usage |
| kWh used                     | 13490         |          | 13483          |   | 7     |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 2, 2022 | Aug 3, 2022 | Sep 2, 2021 |
| kWh Used     | 7           | 11          | 164         |
| Service days | 30          | 29          | 30          |
| kWh/day      | 0           | 0           | 5           |
| Amount       | \$25.99     | \$26.17     | \$26.69     |

#### **KEEP IN MIND**

- Taxes and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is
  a direct pass-through to customers. FPL does not profit from fuel, although
  higher costs do result in higher state and local taxes and fees.

#### Stay ready and connected

The FPL Mobile App is an easy, secure way to report outages and stay informed during a storm.

#### FPL.com/MobileApp

#### Save energy and money

Use the Energy Manager tool to find personalized recommendations and savings tips.

FPL.com/BizManager

#### We are here to help

If you are experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.

#### FPL.com/Help

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



#### Electric Bill Statement

For: Aug 4, 2022 to Sep 6, 2022 (33 days) Statement Date: Sep 6, 2022 Account Number: 93295-44051 Service Address: 404 BLOOMFIELD WAY #PUMP SAINT AUGUSTINE, FL 32092

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

#### CURRENT BILL

\$200.27 TOTAL AMOUNT YOU OWE

Sep 27, 2022 NEW CHARGES DUE BY Pay \$131.66 instead of \$200.27 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. **FPL.com/BB** 

|    | BUL OURIER                 |                          |
|----|----------------------------|--------------------------|
|    | BILL SUMMARY               |                          |
|    | Amount of your last bill   | 189.14                   |
|    | Payments received          | -189.14                  |
|    | Balance before new charges | 0.00                     |
|    | Total new charges          | 200.27                   |
|    | Total amount you owe       | \$200.27                 |
|    | (See p                     | age 2 for bill details.) |
| ٠. |                            |                          |



#### **KEEP IN MIND**

- Enroll now in FPL Budget Billing when you pay \$131.66 by your due date instead of \$200.27. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after November 28, 2022 is considered LATE; a late payment charge of 1% will apply.
- The number of days included in your bill can vary month to month. So even if you use the same amount of energy per day, your bill may be higher this month due to greater number of service days. Visit www.FPL.com for more information.

₩S 720578·47



|   | Customer Service:<br>Outside Florida:   | (386) 252-1541<br>1-800-226-3545 |                        | Report Power Outages:<br>Hearing/Speech Impaired: | 1-800-4OUTA<br>711 (Relay Se      | NGE (468-8243)<br>rvice)                                     |
|---|---|----------------------------------|------------------------|---|-----------------------------------|--|
|   | <b>2</b> L.   |                                  | / 27                   | , 137PP 130                                       | 393295440                         | 51 720020000   |
|   | 0003 0004 060911  |                                  |                        | The amount enclosed in the following donation:    | in U.S.                           | heck payable to FPL<br>funds and mail along with<br>upon to: |
|   | SIX MILE CREEK COMMUNITY<br>DEVELOPMENT DISTRICT<br>1408 HAMLIN AVE UNIT E<br>SAINT CLOUD FL 34771-8588 |                                  |                        |   |                                   | ERAL MAIL FACILITY<br>II FL 33188-0001                       |
| 8 |   | PL.com/PayBill<br>ways to pay.   | 93295-44<br>ACCOUNT NU |   | Sep 27, 2022<br>New Charges due l |  |



Amount of your last bill

Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Account Number: 93295-44051

189.14

¢0.00

-189.14

#### METER SUMMARY

| Meter reading - Meter ACD0232. Next meter reading Oct 5, 2022. |         |  |          |   |       |
|--|---------|--|----------|---|-------|
| Usage Type   | Current |  | Previous | = | Usage |
| kWh used   | 40272   |  | 38649    |   | 1623  |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 6, 2022 | Aug 4, 2022 | Sep 3, 2021 |
| kWh Used     | 1623        | 1527        | 837         |
| Service days | 33          | 29          | 30          |
| kWh/day      | 49          | 53          | 28          |
| Amount       | \$200.27    | \$189.14    | \$91.53     |

#### **KEEP IN MIND**

- Taxes and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is
  a direct pass-through to customers. FPL does not profit from fuel, although
  higher costs do result in higher state and local taxes and fees.

#### Payment received - Thank you Balance before new charges

**BILL DETAILS** 

| Total amount you owe                                  |                   | \$200.27 |
|---|-------------------|----------|
| Total new charges                                     |                   | \$200.27 |
| Taxes and charges                                     | 5.15              |          |
| Gross rec. tax/Regulatory fee                         | 5.15              |          |
| Electric service amount                               | 195.12            |          |
| Fuel: (\$0.038060 per kWh)                            | \$61.77           |          |
| Base charge:<br>Non-fuel: (\$0.074820 per kWh)        | \$121.44          |          |
| New Charges<br>Rate: GS-1 GENERAL SVC NON-DEMAND / BU | SINESS<br>\$11.91 |          |
| Balance before new charges                            |                   | \$0.00   |

#### Stay ready and connected

The FPL Mobile App is an easy, secure way to report outages and stay informed during a storm.

#### FPL.com/MobileApp

#### Save energy and money

Use the Energy Manager tool to find personalized recommendations and savings tips.

#### FPL.com/BizManager

#### We are here to help

If you are experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.

#### FPL.com/Help

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

| at the<br>500 Sou<br>St Augus<br>Phone: S | Ssance Resort<br>World Golf Village<br>th Legacy Trail<br>Stine FL 32092<br>904-940-8606 Fax: 904-940-8682   |               | U          | 1 2 2022                         |
|---|--|---------------|------------|----------------------------------|
| Name<br>Attn                              | tomer<br>Six Mile Creek Meeting<br>Sarah Sweeting<br>475 W Town Place, Suite 114<br>Saint Augustine, FL  |               | Date       | 9/8/2022                         |
| Qty                                       | Description  |               |            | Charged                          |
| 1   | Meeting <u>Room Rent</u> al - Event Date <u>10/26/2</u><br><u>Speaker</u> Phone<br>25% Service Charge<br>#۹۶<br>၁۵۵۰۱)<br>Six Mile Creek Community Deve<br>Tax Exempt #85-801385 | elopment Dist |            | \$300.00<br>\$150.00<br>\$112.50 |
|   | avment Detaile   |               | SUB-TOTAL  | \$562.50                         |
|   | Direct Bill  |               | Amount Due | \$562.50                         |

O Credit Card

Check

۲

#### ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

|   | TRAILMA<br>**PLEASE FILL IN<br>DUE EACH MONDAY | N ALL YEL           | OW BOXES  |               | ISO.ORG   | A         |
|---|--|---------------------|-----------|---------------|-----------|-----------|
| REMIT PAYMENT TO:   | BILL TO:                                       |                     |           | INVOICE #     |           |           |
| Adam Eminisor   | Six Mile Creek C                               | CDD                 |           | SERVICE DATE: |           | 9/14/22   |
| 1   | 475 West Town                                  | Place, Su           | ite 114   | INVOICE DA    | TE:       |           |
|   | St. Augustine, F                               |                     |           | TOTAL DUE:    |           | \$220.00  |
|   | *BLUE BOXES                                    |                     | USE ONLY* | DUE DATE:     |           | RECEIPT   |
| DATE  | CAD #  |                     | TIME IN   | TIME OUT      | TOTAL     | TOTAL DUE |
| Tuesday, September 6, 2022  | SJSO22CAD205                                   | 858                 | 11:30 AM  | 3:30 PM       | 4         | \$220.00  |
|   | SJSO20CAD                                      |                     |           |               |           |           |
|   | SJSO20CAD                                      |                     |           |               |           |           |
|   | SJSO20CAD                                      |                     |           |               |           |           |
|   | SJSO20CAD                                      |                     |           |               |           |           |
|   | SJSO20CAD                                      |                     |           |               |           |           |
|   | SJSO20CAD                                      |                     |           |               |           |           |
| ACTIVITY / COMMENTS:  |  |                     | HOUR RATE | \$55.00       | 4         | \$220.00  |
| Golf cart violations – 0<br>Weathered Edge Drive traffic in   | nfractions observed                            | -1                  |           | SE<br>BY:     | P 1 4 202 | 2         |
| Citizen Assist – 0  |  |                     |           | D1;           |           |           |
| PATROLLED NEIGHBORHOOD/I<br>GATE/CONSTRUCTION SITES. A<br>TRAILMARK DR. SPOKE WITH I<br>NEIGHBORHOOD AND WHAT H | SSISTED WITH REMO                              | OVING BI<br>S ABOUT | CONCERNS  | N VEHICLE T   | HAT WAS L |           |

revised 2-10-2020

#### ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

| INVOICES ARE I   | TRAILMARK<br>**PLEASE FILL IN ALL<br>DUE EACH MONDAY BY 8A                  | YELLOW BOXES |                          | SO.ORG   | A         |
|--|---|--------------|--------------------------|----------|-----------|
| REMIT PAYMENT TO:  | BILL TO:  |              | INVOICE #                |          |           |
| Adam Eminisor  | Six Mile Creek CDD  |              | SERVICE DAT              | E:       | 9/20/22   |
|  | 475 West Town Place   | , Suite 114  | INVOICE DAT              | E:       |           |
|  | St. Augustine, FL 320   | 92           | TOTAL DUE:               |          | \$330.00  |
|  | *BLUE BOXES PAYR  |              |                          | UPON     | RECEIPT   |
| DATE   | CAD #   | TIME IN      | TIME OUT                 | TOTAL    | TOTAL DUE |
| Sunday, February 20, 2022  | SJSO22CAD210568   | 10:45 AM     | 4:45 AM                  | 6        | \$330.00  |
|  | SJSO20CAD   |              |                          |          |           |
| ACTIVITY / COMMENTS:   |   | HOUR RATE    | \$55.00                  | 6        | \$330.00  |
| Golf cart violations – 0<br>Weathered Edge Drive traffic in<br>Citizen Assist – 1<br>PATROLLED NEIGHBORHOOD/<br>GATE/CONSTRUCTION SITES. 5 | nfractions observed – 1<br>POWER LINE RD (TRAILS A<br>STOPPED DUMP TRUCKS F | OR DROPPING  | AUNCH/BACK<br>LOADS ON T | RAILMARK | DR.       |
| SPOKE WITH CONSTRUCTION S<br>THEFTS.   | OPERINTENDENTS IN REP   | ERENCE TO AN | TISSUES THE              | Y VE HAD |           |



APPROVED By Alex Boyer at 10:13 am, Sep 20, 2022

O&M-Landscape contingency

Sold To: 22539664 Six Mile CDD 475 W Town PI Ste 114 St Augustine FL 32092



Customer #: 22539664 Invoice #: 8081525 Invoice Date: 9/16/2022 Sales Order: 7921136 Cust PO #:

INVOICE

Project Name: Six mile/Trailmark- 127 leafmore plant install Project Description: enhancement

| Job Number             | Description | Qty          | UM | Unit Price  | Amount                    |
|------------------------|-------------|--------------|----|---|---------------------------|
| ob Number<br>460800520 |             | Qty<br>1.000 | EA | Unit Price<br>1439.36   | <u>Amount</u><br>1,439.34 |
|                        |             |              |    | Fotal Invoice Amount<br>Faxable Amount<br>Fax Amount<br>Batance Due | 1,439.3<br>1,439.3        |

Please detach stub and remit with your payment

Payment Stub Customer Account #: 22539664 Invoice #: 8081525 Invoice Date: 9/16/2022

Amount Due: \$1,439.36

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Six Mile CDD 475 W Town PI Ste 114 St Augustine FL 32092 Evergreen Lifestyles Management, LLC 270 W Plant St #340 Winter Garden, FL 34787 321-558-6500



INVOICE

DATE: 8/25/2022 INVOICE # SMCCDD0822N

| Six Mile Creek CDD   |   |  |         |                 |                        |           |
|--|---|--|---------|-----------------|------------------------|-----------|
| Teresa Viscarra  |   |  |         |                 |                        |           |
| Governmental Man   | agement Services-CF, LLC  |  |         |                 |                        |           |
| 1408 Hamlin Avenu  | e, Unit E   |  |         |                 |                        |           |
| St. Cloud, L 34771   |   |  |         |                 |                        |           |
| tviscarra@gmscfl.c   |   |  |         |                 |                        |           |
| aperegrino@gmscfl  |   |  | _       |                 |                        |           |
| VENDOR   | DESCRIPTION   | CALL CONTRACTOR  |         |                 | Carl Property lies and | AMOUNT    |
| Monthly Manageme   | nt rees muggi   | 320 578 121  |         | Agt Fee         | \$                     | 4,925.37  |
| Personnel Hours  | 120 Payroll Hours Onsite Aug22  | 20.238.122   | 1       | Payroll         | \$                     | 3,360.00  |
|  | G (1) Events, Adult Trivia Might Supplies on  | duest Per Carlo  |         |                 |                        | 440.00    |
|  | 9/22 Events: Adult Trivia Night Supplies ar   | d Host 320-538.49  |         |                 | \$                     | 160.00    |
| AMEX 1   | Q 122 Amanity Papair & Maintananaa  | 00. Ma 14  | đ       | 476.20          |                        |           |
| T American   | 8/22 Amenity-Repair & Maintenance<br>8/21 Amenity-Lifestyles  | 320:578.46   | \$      | 436.30          | -                      |           |
|  | 8/22 Amenity-Facility Maintenance   | 320 538 51   | \$      | 200.00<br>32.15 | -                      |           |
|  | 8/12 Amenity-Facility Maintenance   | 720-538-47J<br>320-538-51  | \$      | 32.15           | 1000                   |           |
|  | 8/12, 0&M-General Maintenance   | 362 338 2  | 5<br>\$ | 4.79            |                        |           |
|  | 0&M-General Maintenance   | 520.538.461  | ş       | 4.79            | 1                      |           |
|  | 0&M-General Maintenance   | 461  | \$      | 5.33            | in the second second   |           |
|  | 7/2 0&M-General Maintenance   | 461  | \$      | 81.00           | s                      | 932.55    |
| AMEX 2   | 14  | -191   | *       | 0100            |                        | 136.33    |
|  | 7.1 Amenity Lifestyles  | 472  | \$      | 47.96           | 100                    |           |
|  | 4/22 Amenity Lifestyles   |  | ŝ       | 75.98           | and the second second  |           |
|  | 7/2 Amenity Lifestvies  | 320.578-4172   | \$      | 154.65          | -                      |           |
|  | Amenity Lifestyles  | 43-2   | ŝ       | 32.46           |                        |           |
|  | 8/12 Amenity Lifestyles   | 320.600.4M   | S       | 154.65          |                        |           |
|  | 8/12 Amenity Lifestyles   | 320.538.432  | \$      | 221.74          | \$                     | 687.44    |
|  |   |  |         |                 | 1100                   |           |
|  | AMEX 10% Fee  | 320:528.441  | \$      | 93.26           |                        |           |
|  | and the second se |  | \$      | 68.74           | \$                     | 162.00    |
|  |   |  |         |                 |                        |           |
|  | and the second se |  |         |                 |                        |           |
|  |   |  |         |                 |                        |           |
|  |   | and the second second  |         |                 |                        | 1         |
|  |   |  | _       |                 |                        |           |
|  | a set of the   |  |         |                 |                        |           |
|  |   |  |         |                 |                        |           |
|  |   |  | -       |                 |                        |           |
|  |   |  |         |                 |                        |           |
|  |   |  |         |                 |                        |           |
|  |   |  |         |                 |                        |           |
|  |   |  |         |                 |                        | -         |
|  | and the second se | Contract for the base of the   | -       |                 |                        |           |
|  |   |  | -       |                 | 10                     |           |
|  |   |  |         |                 |                        |           |
|  |   |  | Sub     | ototal          | s                      | 10,227.36 |
|  |   |  | Jub     | rotat           | Ş                      | 10,227.30 |
| THER COMMENTS  |   | And in case of the local division of the loc |         |                 |                        |           |
| and a second |   |  |         |                 |                        |           |
| lease include the a  | account number 110059890 on your check  |  |         |                 |                        |           |
|  | ments to our new address:   | Ī  | TO      | TAL Due         | 5                      | 10,227.36 |
| 70 W Plant St #340   |   |  |         | . AL DUC        | *                      | 19,227.30 |
|  | 34787   |  |         | ake all ch      |                        |           |

Make all checks payable to Evergreen Lifestyles Managerr

If you have any questions about this invoice, please contact Melinda Archer marcher@evergreen-lm.com

Page <u>1</u> of <u>2</u>

# CHECK REQUEST INVOICE

| DATE:     | 8/26/2022 |
|-----------|-----------|
| INVOICE # |           |
| DUE DATE: | 9/21/2022 |

Fast Jax Trivia

(Payable to)

#### 1119 Romaine Circle East Jacksonville FI,32225

Address, City, State, Zip

(Mall to)

Association

Vendor

BILL TO

### Six Mile Creek CDD

| DESCRIPTION                         | GL CODE                  | AMOUNT |
|-------------------------------------|--------------------------|--------|
| Fast Jax Trivia- Adult Trivia Night | Special events           | 160.00 |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     |                          |        |
|                                     | Plaza remember to attach |        |

Please remember to attach all receipts!

Stephanie Douglas

TOTAL DUE \$ 160

-

Authorized by:

# INVOICE FASTJAXTRIVIA.com

# Jacksonville's Best Trivia Shows!

Show: TrailMark Bingo

Date: Friday, September 23, 2022

Payment: \$160 Thank you for your support!

Mailing address:

Fast Jax Trivia

1119 Romaine Circle East

Jacksonville, FL 32225

(904) 233-7792

Page <u>1</u> of

# CHECK REQUEST INVOICE

|  | DATE:              | 8/24/2022 |
|--|--------------------|-----------|
|  | INVOICE #          | 8242022   |
|  | DUE DATE:          | ASAP      |
| Evergreen Lifestyles Management LLC      |                    |           |
| (rajable ic)                             |                    |           |
| 2100 S. Hiawassee Road, Orlando FL 32852 |                    |           |
| Address, City, Stora, Zip                |                    |           |
| (141810)                                 |                    |           |
| BULTO                                    |                    |           |
| Name and No. of Association:             | Six Mile Creek CDD |           |
| DESCRIPTION                              | GL CODE            | AMOUNT    |
|  | Maintenance/wat    |           |

| BF PLUMBING SERVICES WILMINGTON DE    | entine blow out                        | Amenity-Repair & Maintenance | 436.30 |
|---------------------------------------|--|------------------------------|--------|
| PAYPAL *CH MAGIC 4029357733 MA        | Lifestyles                             | Amenity-Lifestyles           | 200.00 |
| THE HOME DEPOT #6890 JACKSONVILLE FL  | Maintenance                            | Amenity-Facility Maintenance | 32.15  |
| PUBLIX #1239 0000012 SAINT AUGUSTI FL | Lifestyles Am                          | enity-Lifestyles             | 168.19 |
| VILLAGE KEY & ALARM ST AUGUSTINE FL   | Key replacment O&M-General Maintenance |                              | 4.79   |
| VILLAGE KEY & ALARM ST AUGUSTINE FL   | Key replacment                         | O&M-General Maintenance      | 4.79   |
| VILLAGE KEY & ALARM ST AUGUSTINE FL   | Key replacment                         | O&M-General Maintenance      | 5.33   |
| DAYBREAK MARKET                       | Fuel                                   |                              | 81.00  |
|                                       |  |                              |        |
|                                       |  |                              |        |
|                                       |  |                              |        |
|                                       |  | TOTAL DUE \$                 | 932.55 |

Authorized by:

Approved by:



Fenwick Services 11623 Columbia Park Drive E. Jacksonville, FL 32258 P: (904)-724-7022 www.fenwickhomeservices.com Plumbing Lic#: CFC040039

BILL TO Six Mile Creek CCD 805 Trailmark Drive St. Augustine, FL 32092 USA

> INVOICE 282305

INVOICE DATE Aug 22, 2022

JOB ADDRESS Six Mile Creek CCD 805 Trailmark Drive St. Augustine, FL 32092 USA

Completed Date: Payment Term: Due Upon Receipt

#### DESCRIPTION OF WORK

3/4 pvc water line came out of coupling underground. Dug up small area in order to get to pipe and bail out water. Shut water off out at backflow on other side of building behind parking lot. 2 backflows and large fire main riser in the area.

Made repair on 3/4 pvc line. Waited 45 min for glue to dry before repressurizing system and verify no leaks.

| 8/22/2022     | American Express  |        |          | \$436.30  |
|---------------|---|--------|----------|-----------|
| PAID ON       | ТҮРЕ  | MEMO   | 4        | MOUNT     |
| DISC - 007    | Manager Approved:<br>Manager Approved                                     | 150.00 | \$-1.00  | \$-150.00 |
| DISC - 002    | Coupons:<br>Coupons   | 200.00 | \$-1.00  | \$-200.00 |
| PPC075        | Water Line Repair 1/2"-1" - Open Access (<10'):<br>Replace water line <10 | 1.00   | \$672.30 | \$672.30  |
| FUELSURCHARGE | Fuel Surcharge  | 1.00   | \$25.00  | \$25.00   |
| DISPFEE       | Dispatch Fee:<br>Standard Dispatch Fee                                    | 1.00   | \$89.00  | \$89.00   |
| TASK          | DESCRIPTION   | QTY    | PRICE    | TOTAL     |

| POTENTIAL SAVINGS | \$67.23  |
|-------------------|----------|
| SUB-TOTAL         | \$436.30 |
| TAX               | \$0.00   |
|                   |          |
| TOTAL DUE         | \$436,30 |
| PAYMENT           | \$436.30 |
|                   | 03 - 2   |
| BALANCE DUE       | \$0.00   |

Thank you for choosing Fenwick Plumbing Services LLC. We appreciate your business! CUSTOMER AUTHORIZATION

I, the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform Diagnosis/Solution, and to use such labor and materials as you deem advisable.

#### CUSTOMER ACKNOWLEDGEMENT

I find the service and materials rendered in connection with the above work mentioned to have been completed in a satisfactory manner. I agree that the amount set forth on labeled "TOTAL" to be the total and complete flat rate/minimum charge. I agree to pay reasonable attorney fees and court costs in the event of legal action. A monthly service charge of 1 1/2% will be added after 10 days. I acknowledge that I have read and received a legible copy of this contract and have read the Notice to Owner and statement required thereon.

Date 8/22/2022

I authorize Fenwick Services to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Date 8/22/2022

Sign here

Sign here

# RECEIPT

Chris Herrick Magic 157 Integra Breeze Lane, 301 Daytona Beach, FL 32117 Phone: 978 987 8605

Email: info@chrisherrickmagic.com

Date: Tuesday August 30, 2022

TO: TrailMark 805 Trailmark Drive St. Augustine, FL 32095 Contact: Stephanie Douglas

| Description   | Event Date | Total    |
|---|------------|----------|
| Magic Show Entertainment Retainer - TrailMark Community Family Magic Show | October 29 | \$200.00 |
|   | Total      | \$200.00 |
|   | Paid       | \$200.00 |
|   |            |          |

Thank you for your business!


9751 CROSSHILL BLVD JACKSONVILLE, FL 32222 (904)7713228

6890 00062 32698 08/10/22 10:01 AM SALE SELF CHECKOUT

030699443444 6" LINK <A> 4.97 SPRING LINK 6 IN BLACK 017801859751 13WGU242PK <A> FEIT 13W (60W) TWST CFL GU24 27K 2P 2@12.47 24.94

|                  | SUBTOTAL  | 29.91        |
|------------------|-----------|--------------|
|                  | SALES TAX | 2.24         |
|                  | TOTAL     | \$32.15      |
| XXXXXXXXXXX2000  | AMEX      |              |
|                  |           | USD\$ 32.15  |
| AUTH CODE 863150 | /5624043  | TA           |
| Chip Read        |           |              |
|                  | 0004 0450 | TCAN EVADECC |

AID A00000025010801 AMERICAN EXPRESS

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2568 SUMMARY

2022 PRO XTRA SPEND 08/09: \$2,974.03 INCLUDES: 2022 PROXTRA SAVINGS 08/09: \$3.00

As of 08/10/2022 your Paint Rewards level is Member; Spend 887.28 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO \$100. Learn more at homedepot.com/credit



6890 62 32698 08/10/2022 1738

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON A 1 90 11/08/2022

DID WE NAIL IT?

Receipt | Order #undefined

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 72575 65747 PASSWORD: 22410 65685

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

| Shoupes at Murabel<br>64 Tuscan Way<br>54fot Augustine, FL 3<br>Sture Manager: Kevin C   | 2092   |
|--|--|
| 904-940-2889<br>SPRITE 12 PK 12 OZ<br>BARO'S ROOT BEER<br>COCA-CULA CLASSIC<br>Promotion<br>CAPRI JARIETY PACK<br>NAB SMK ESS BCPK<br>SMACLARD FOPCORN<br>LCF 11 LB  | 7.59 T F<br>7.99 T F<br>7.99 T F<br>-7.99 Y F<br>11.79 F<br>8.99 F<br>7.19 F           |
| 6 0 6.99<br>CAPRI LEMNAGE LOPH<br>L/O CUSMIC BROWNIE<br>L/O ZEDRA CAKES<br>L/O CUSMIC BROWNIE<br>FL MP CLASSIC 42CI<br>FL MP FLAVOR 42CI<br>BIC MECHNAL PENCIL<br>BIC MECHNAL PENCIL<br>Production<br>KIDS SCISSORS<br>KIDS SCISSORS | 23.94 T F<br>3.83 T F<br>2.59 F<br>2.59 F<br>19.99 F<br>4.09 F<br>4.09<br>1.79<br>1.79 |
| Promotion<br>CHICK-FIL-A \$10<br>Account #XXXXXXXXXXX492<br>DUNKIN DONUTS GC<br>Account #XXXXXXXXXX3316<br>STAREUCKS GIFICARU<br>Account #XXXXXXXXXX7100<br>Order Total  | -1.79<br>10.00<br>15.00<br>15.00   |
| Gales Tax<br>Grand Total<br>Credit Payment<br>Change   | 2.84   |
| Saving- Summery<br>Special Price Savings<br>**********************************<br>* Your Savings at Publi<br>* 15.87   | **********<br>%**************************  |
| Receipt 10: 9730 0250 2837<br>FRESTO:<br>Liace 4: 087299<br>Reference 4: 0319657434<br>Acct 4: XXXXXXXXXXX200<br>Funchase American Expre<br>Amount: \$168.19<br>Puth 4: 866109   |  |

.

# VILLAGE KEY & ALARM

441 STATE RD 16 ST AUGUSTINE, FL 32084 9048245003

Cashier: 01REG Transaction 009354

# Total

\$4.79

\$4.79

CREDIT CARD SALE AMEX 2000

03-Aug-2022 10:27:41A \$4.79 | Method: CONTACTLESS AMERICAN EXPRESS XXXXXXXXXXX2000 Reference ID: 221500543245 Auth ID: 829310 MID: \*\*\*\*\*\*\*4885 AID: A00000025010801 AthNtwkNm: AMEX

> Online: https://clover.com/p/ CE1RY7PXVX4M6

# \*\*\* REPRINT \*\*\*

Payment CE1RY7PXVX4M6

Clover Privacy Policy https://clover.com/privacy

# **VILLAGE KEY & ALARM**

441 STATE RD 15 ST AUGUSTINE, FL 32084 9048245003

Cashier: 01REG

Transaction 009354

# Total

\$4.79

CREDIT CARD SALE \$4,79 AMEX 2000

03-Aug-2022 10:27:41A \$4.79 | Method: CONTACTLESS AMERICAN EXPRESS XXXXXXXXXXXX2000 Reference ID: 221500543245 Auth ID: 829310 MID: \*\*\*\*\*\*\*4885 AID: A00000025010801 AthNtwkNm: AMEX

> Online: https://clover.com/p/ CE1RY7PXVX4M6

# \*\*\* REPRINT \*\*\*

ment CE1RY7PXVX4M6 Clover Privacy Policy https://clover.com/privacy

# **VILLAGE KEY & ALARM**

441 STATE RD 16 ST AUGUSTINE, FL 32084 9048245003

Cashier: 01REG

Transaction 009264

# Total

\$5.33

CREDIT CARD SALE \$5.33 AMEX 2000 26-Jul-2022 2:16:25P \$5.33 J Method: EMV AMERICAN EXPRESS XXXXXXXXXX2000 D BOYER Reference ID: 220700541596 Auth ID: 848469 MID: \*\*\*\*\*\*\*4885 AID: A00000025010801 AthNtwkNm: AMEX SIGNATURE VERIFIED

> Online: https://clover.com/p/ 154GQQ4WS1X7Y

# \*\*\* REPRINT \*\*\*

# Payment 154GQQ4WS1X7Y

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WELCOME TO DAYBREAK #8 09507229 DAYBREAK MARKET 820 CANAVERAL TRAC MIDDLEBURG FL 32068 OPLICATE RECEIPT >

 Description
 Qty
 Amount

 REG\_E10\_CR #14
 20.990G
 81.00

 SELF @ 3.859/ G
 31.00

Subtotal 81.00 Tax 0.00 CREDIT \$ 81.00 81.00

ENTRY: Insert AMEX Acct: 2000 Term ID: 21 AUTH: 00-868445

31AN#1 0093354201

Page 1 of 11

# **CHECK REQUEST INVOICE**

| 8/25/2022 |
|-----------|
| 2022AUG   |
| 9/1/2022  |
|           |

**Evergreen Lifestyles Management** 

Uendor

(Page Fielde)

270 W Plant St Winter Garden FL 34797

(Mail te)

Association

BILL TO

# Six Mile Creek CDD

| Vendor       | Amount  | GL  | Description   |
|--------------|---|---|---|
| Amazon       | \$ 47.96  | No GL   | Schoool Supplies for Six Mile Creek CDD<br>event  |
| Amazon       | \$ 75.98  | No GL   | Schoool Supplies for Six Mile Creek CDD<br>event  |
| Keithsells4u | \$ 154.65   | No GL   | DJ deposit for August 6 Back to School event  |
| Amazon       | \$ 32.46  | No GL   | Photo back drop for Back to School event  |
| Keithsells4u | \$ 154.65   | No GL   | DJ final payment for August 6 Back to School<br>event   |
| Amazon       | \$ 221.74   | No GL   | 70's trivia event prizes- Six Mile Creek CDD  |
|              |   |   |   |
|              |   |   |   |
|              |   |   |   |
|              |   |   |   |
|              |   |   |   |
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|              |   |   |   |
|              |   |   |   |
|              |   |   |   |
|              |   |   |   |
|              |   |   |   |
|              | Amazon       Amazon       Keithsells4u       Amazon       Keithsells4u       Amazon | Amazon         \$         47.98           Amazon         \$         75.98           Keithsells4u         \$         154.65           Amazon         \$         32.46           Keithsells4u         \$         154.65           Amazon         \$         32.46           Keithsells4u         \$         154.65           Amazon         \$         221.74           Amazon         \$         \$           Amazon         \$         \$ </td <td>Amazon         \$         47.96         No GL           Amazon         \$         75.98         No GL           Keithsells4u         \$         154.65         No GL           Amazon         \$         32.48         No GL           Amazon         \$         32.48         No GL           Keithsells4u         \$         154.65         No GL</td> | Amazon         \$         47.96         No GL           Amazon         \$         75.98         No GL           Keithsells4u         \$         154.65         No GL           Amazon         \$         32.48         No GL           Amazon         \$         32.48         No GL           Keithsells4u         \$         154.65         No GL |

Please remember to attach all receipts!

Brian Quillen TOTAL DUE \$ 687.44

Authorized by:

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Details for Order #112-3538201-2772203 Print this page for your records. Print this page for your records.

Order Placed: July 29, 2022

1

| Order Placed: July 29, 2022<br>Amazon.com order number: 112-9947845-9631413<br>Order Total: <b>\$75.98</b>  |   |
|---|---|
| Not Yet Shipped   |   |
| <b>Items Ordered</b><br>2 of: <i>Secondary School Essentials Back to School Ki</i> t - <i>School Supplies Bundle - 51 Pieces</i><br>Sold by: The Wright Sales ( <u>seller profile</u> ) | Price<br>leces  |
| Condition: New  |   |
| Shipping Address:<br>Samantha<br>99 SAWMILL FOREST CT<br>SAINT AUGUSTINE, FL 32086-0382<br>United States  |   |
| Shipping Speed:<br>FREE Prime Delivery  |   |
| Payment information   |   |
| <b>Payment Method:</b><br>American Express   Last digits: 3159  | Item(s) Subtotal: \$75.98<br>Shipping & Handling: \$0.00                                  |
| Billing address<br>Brian Quillen<br>207 W PLANT ST<br>WINTER GARDEN, FL 34787-3011<br>United States   | Total before tax: \$75.98<br>Estimated tax to be collected: \$0.00<br>Grand Total:\$75.98 |
| To view the status of your order, return to <u>Order Summary</u> .  | rder Summary.   |

Details for Order #112-9947845-9631413 Print this page for your records. Print this page for your records.

-93

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Hello, Brian Quillen

# You sent \$150.00 USD to donovan crichton



Create an account with PayPal in just seconds so checkout is a snap!

Activate PayPal Now

YOUR NOTE TO donovan crichton

66

DJ Service Aug 6

99

# **Transaction Details**

| Transaction ID<br>1G308482B95974507                        | Transaction date<br>August 9, 2022 |
|--|------------------------------------|
| Money sent   | \$150.00 USD                       |
| Fee  | \$4.65 USD                         |
| Paid with:   |                                    |
| AMEX x-3159  | \$154.65 USD                       |
| This transaction will appear on your statement as PAYPAL * | Keitnsens4u                        |
| You paid   | \$154.65 USD                       |
| donovan crichton will receive                              | \$150.00 USD                       |

# PayPal: easy to get, easy to use



PayPal isn't just a convenient way to shop online. It's also an easy way to send money to anyone, across town or around the world.\*

\*Recipient must have or create an account with PayPal.



Print this page for your records. Print this page for your records.

Order Placed: August 3, 2022 Amazon.com order number: 114-9726492-4234616 Order Total: **\$32.46** 

# **Preparing for Shipment**

#### **Items Ordered**

Price

1 of: Allenjoy 7x5ft Welcome Back to School Backdrop First Day of Kindergarten Photography \$16.99 Background Preschool Classroom Banner Blackboard Rainbow Chalk Decorations Teachers Students Party Supplies Sold by: UUFelice (seller profile)

Condition: New

#### **Shipping Address:**

Samantha 99 SAWMILL FOREST CT SAINT AUGUSTINE, FL 32086-0382 United States

## Shipping Speed:

FREE Prime Delivery

# **Preparing for Shipment**

#### **Items Ordered**

#### Price

1 of: Back to School Photo Booth Props - First Day of School Party Decoration Supplies, Fun Posing \$13.49 Sign Gift for Kids Preschool Kindergarten, Teacher Student 1st Day Classroom Party Favor Kits, 15 Counts Sold by: HappyDoggy (seller profile)

Condition: New

#### **Shipping Address:**

Samantha 99 SAWMILL FOREST CT SAINT AUGUSTINE, FL 32086-0382 United States

#### Shipping Speed:

FREE Prime Delivery

# **Payment information**

Payment Method: American Express | Last digits: 3159

## Billing address

Brian Quillen 207 W PLANT ST WINTER GARDEN, FL 34787-3011 United States Item(s) Subtotal: \$30.48 Shipping & Handling: \$0.00 Total before tax: \$30.48 Estimated tax to be collected: \$1.98

Grand Total:\$32.46

To view the status of your order, return to Order Summary.

| From:        | Samantha Hawkins  |
|--------------|---|
| To:          | Brian Quillen   |
| Subject:     | Six Mile Creek CDD Receipt- FW: You sent a \$150.00 USD payment |
| Date:        | Wednesday, August 3, 2022 11:43:03 AM                           |
| Attachments: | image001.png  |

PayPal Deposit Receipt

Six Mile Creek CDD- DJ for Back to School Event on August 6<sup>th</sup>

(There will be one more charge for the remainder of the fee)

Sami Hawkins Regional Lifestyle Director, North Florida

### **Evergreen Lifestyles Management**

10301 Deerwood Park Blvd. Suite 3200 Jacksonville, FL 32256 (P) (877)221-6919 (C) (904) 676-8584 (E) <u>SHawkins@Evergreen-L.M.com</u>

Visit us at: http://www.Evergreen-L.M.com

Spotlight a team member... if a staff member has given you exceptional service please visit <u>www.evergreen-Im.com</u> and share your feedback. Just click 'Good Deeds' on the toolbar.

A portion of our business involves the collection of a debt, thus, the Fair Debt Collection Practices Act requires the disclosure that this is a communication from a debt collector and any information received or sent may be used for the purpose of collecting a debt. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail or by telephone at (<u>827</u>) 221-6919 and delete the original message. Thank you.

From: service@paypal.com <service@paypal.com> Sent: Wednesday, August 3, 2022 11:41 AM To: Samantha Hawkins <shawkins@evergreen-Im.com> Subject: You sent a \$150.00 USD payment

Hello, Brian Quillen



| Money sent  | \$150.00 USD     |
|---|------------------|
| Fee   | \$4.65 USD       |
| Paid with:  |                  |
| AMEX x-3159   | \$154.65 USD     |
| This transaction will appear on your sta<br>*keithsells4u | tement as PAYPAL |
| You paid  | \$154.65 USD     |
| donovan crichton will receive                             | \$150.00 USD     |

# PayPal: easy to get, easy to use

| toolbox |  |
|---------|--|
| 12      |  |
|         |  |

PayPal isn't just a convenient way to shop online. It's also an easy way to send money to anyone, across town or around the world.\*

\*Recipient must have or create an account with PayPal.

Activate PayPal Now

Details for Order #112-4754845-6348249 Print this page for your records.

#### Order Placed: August 11, 2022 Amazon.com order number: 112-4754845-6348249 Order Total: **\$221.74**

# **Not Yet Shipped**

| <b>Items Ordered</b><br>1 of: Disco Balls Ornaments Reflective Mirror Ball Decoration Set Cake Decoration 70s<br>Disco Themed Party Decoration Silver Disco Table Decoration for Tree Party Decorations<br>3 Sizes (30 Pieces)<br>Sold by: Zjue (seller profile)   Product question? <u>Ask Seller</u> | <b>Price</b><br>\$22.99 |
|--|-------------------------|
| Condition: New<br>1 of: 20pcs Disco Music Photo Booth Props, Musical Birthday Party Photo Booth, Music<br>Theme Disco Music Party Decoration<br>Sold by: Paroke & Bubble ( <u>seller profile</u> )   | \$8.99                  |
| Condition: New<br>1 of: 70s 80s 90s Disco Party Backdrop Retro Disco Party Decorations Disco Fever<br>Dancers Backdrop for Let's Glow Crazy Theme Party Neon Night Birthday Photography<br>Photo Booth Background 72.8 x 43.3 Inch<br>Sold by: Weewooday US ( <u>seller profile</u> )                  | \$10.29                 |
| Condition: New<br>1 of: <i>Wine Country Gift Baskets The Connoisseur Gourmet Gift Basket</i><br>Sold by: Amazon.com Services LLC   | \$35.99                 |
| Condition: New<br>1 of: <i>Deluxe Movie Night Gift Popcorn Buckets, Popcorn, Snacks - Perfect for College</i><br><i>Students, Teens, Men, Kids, Date Night, Birthday (Deluxe)</i><br>Sold by: Golden Gift Box ( <u>seller profile</u> )  | \$38.99                 |
| Condition: New<br>1 of: Happy Camper, Outdoor Camping Tumbler, Camper Gifts for Couples, Gifts for<br>Camping, Camping Present Set, Gift for Camper Owners, Happy Camper Tumbler, Happy<br>Camper Cup, Camper Gift Ideas<br>Sold by: DoraDreamDeko ( <u>seller profile</u> )                           | \$21.99                 |
| Condition: New<br>1 of: FogWorx Extreme High Density Fog Juice - Long Lasting, High Output, Odorless<br>Water Based Fog Machine Fluid - 1 Quart, 32 ounces for 400 Watt to 1500 Watt<br>Machines<br>Sold by: Bluewater Chemgroup ( <u>seller profile</u> )   | \$18.99                 |
| Condition: New<br>1 of: Fog Machine 500W Smoke Machine with RGB LED Lights 2000 CFM Huge Fog with<br>Wireless and Wired Remote Control for Parties Halloween Wedding Christmas Dance DJ<br>Sold by: Ansbarton ( <u>seller profile</u> )  | \$49.99                 |
| Condition: New   |                         |
| Shipping Address:<br>Sami Hawkins<br>805 TRAILMARK DR<br>SAINT AUGUSTINE, FL 32092-7634<br>United States   |                         |

#### Shipping Speed:

https://www.amazon.com/gp/css/summary/print.html/ref=ppx\_yo\_dt\_b\_invoice\_o00?ie=UTF8&orderID=112-4754845-6348249

## Amazon Day Delivery

# **Payment information**

#### Payment Method:

American Express | Last digits: 3159

#### **Billing address**

Brian Quillen 207 W PLANT ST WINTER GARDEN, FL 34787-3011 United States Item(s) Subtotal: \$208.22 Shipping & Handling: \$0.00 -----Total before tax: \$208.22 Estimated tax to be collected: \$13.52 -----

Grand Total: \$221.74

To view the status of your order, return to Order Summary.

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# Evergreen Lifestyles Management

270 W Plant Street #340 Winter Garden, FL 34787

DATE: INVOICE # 8/30/2022 AdminProcessAMEX082022-2

BILL TO

1040 Six Mile Creek CDD

| DESCRIPTION                                 | GL Code | Per Unit Cost | Quantity  | AMOUNT  |
|---|---------|---------------|-----------|---------|
| Administrative Processing Fees-Amex- August | 1999    | \$93.26       | 1         | \$93.26 |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               | Subtotal  | \$93.26 |
|   |         |               | Taxable   | \$0.00  |
| OTHER COMMENTS                              |         |               | Tax rate  |         |
|   |         |               | Tax due   | \$0.00  |
| Funds are drafted through ACH               |         |               | Other     | \$0.00  |
|   |         |               | TOTAL Due | \$93.26 |

If you have any questions about this invoice, please contact Melinda Archer marcher@evergreen-lm.com

# INVOICE

# Evergreen Lifestyles Management

270 W Plant Street #340 Winter Garden, FL 34787

DATE: INVOICE # 8/30/2022 AdminProcessAMEX082022

**INVOICE** 

BILL TO

1040 Six Mile Creek CDD

| DESCRIPTION                                 | GL Code | Per Unit Cost | Quantity  | AMOUNT  |
|---|---------|---------------|-----------|---------|
| Administrative Processing Fees-Amex- August | 1999    | \$68.74       | 1         | \$68.74 |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               |           |         |
|   |         |               | Subtotal  | \$68.7  |
|   |         | _             | Taxable   | \$0.00  |
| OTHER COMMENTS                              |         |               | Tax rate  |         |
|   |         |               | Tax due   | \$0.00  |
| Funds are drafted through ACH               |         |               | Other     | \$0.00  |
|   |         |               | TOTAL Due | \$68,74 |

If you have any questions about this invoice, please contact Melinda Archer marcher@evergreen-lm.com

# Riverside Management Services, Inc 9655 Florida Mining Blvd. W. Building 300, Suite 305 Jacksonville, FL 32257

Invoice

Bill To: Six Mile Creek 475 West Town Place Suite 114 St. Augustine, FL 32092

BY.

Invoice #: 147 Invoice Date: 9/15/2022 Due Date: 9/15/2022 Case: P.O. Number:

| Description  | Hours/Qty | Rate             | Amount             |
|--|-----------|------------------|--------------------|
| Facility Maintenance August 1 - August 31, 2022<br>Maintenance Supplies<br>1.320.53800.46900<br>Facility Maint. \$3880<br>1.320.53800.47500<br>1.320.53800.47500 |           | 137.04<br>395.95 | 137.04<br>395.95   |
| Jury Landert<br>9-21-22  | Total     | ts/Credits       | \$532.99<br>\$0.00 |
|  | Balance   | Due              | \$532.99           |

## TRAILMARK COMMUNITY DEVELOPMENT DISTRICT - SIX MILE CREEK MAINTENANCE BILLABLE HOURS FOR THE MONTH OF AUGUST 2022

| Date                         | Hours       | Employee             | Description   |
|------------------------------|-------------|----------------------|---|
| 8/2/22<br>8/18/22<br>8/23/22 | 1<br>1<br>1 | F.S.<br>F.S.<br>F.S. | Picked up supplies<br>Picked up supplies<br>Picked up supplies                        |
| TOTAL                        | 3           |                      |   |
| MILES                        | 72          |                      | *Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445 |

# MAINTENANCE BILLABLE PURCHASES

# Period Ending 09/05/22

| DISTRICT<br>SMC   | DATE    | SUPPLIES                   | l     | PRICE    | EMPLOYEE |
|-------------------|---------|----------------------------|-------|----------|----------|
| SIX MILE CREEK    |         |                            |       |          |          |
| on man of their t | 8/2/22  | Clorox Wipes (2)           |       | 13.75    | F.S.     |
|                   | 8/2/22  | Clorox Cleanup (2)         |       | 11.45    | F.S.     |
|                   | 8/2/22  | Microban (2)               |       | 10.74    | F.S.     |
|                   | 8/2/22  | Clorox Mold & Mildew       |       | 7.57     | F.S.     |
|                   | 8/2/22  | Sprayway Glass             |       | 4.23     | F.S.     |
|                   | 8/2/22  | Paper Towels 12 rolls      |       | 22.98    | F.S.     |
|                   | 8/2/22  | 13 Gallon Trash Bags 140ct |       | 22.97    | F.S.     |
|                   | 8/2/22  | Toilet Paper 18 rolls      |       | 22.98    | F.S.     |
|                   | 8/2/22  | Nitrile Gloves 100ct       |       | 20.67    | F.S.     |
|                   | 8/18/22 | Toilet Paper 18 rolls (4)  |       | 91.91    | F.S.     |
|                   | 8/22/22 | Multifold Towels 16pk (2)  |       | 67.97    | F.S.     |
|                   | 8/23/22 | 13 Gallon Trash Bags 140ct |       | 29.87    | F.S.     |
|                   | 8/23/22 | Softsoap (3)               |       | 20.63    | F.S.     |
|                   | 8/23/22 | Airwick 5pk                |       | 13.78    | F.S.     |
|                   | 8/23/22 | 42 Gallon Trash Bags 50ct  |       | 34.47    | F.S.     |
|                   |         |                            | TOTAL | \$395.95 |          |

# ST JOHNS COUNTY SHERIFF'S OFFICE DETAIL INVOICE

| INVOICES ARE DI   | TRAILMARK<br>**PLEASE FILL IN ALL Y<br>UE EACH MONDAY BY 8AM | ELLOW BOXES  |             | ISO.ORG       | A                 |
|---|--|--------------|-------------|---------------|-------------------|
| REMIT PAYMENT TO:   | BILL TO:   |              | INVOICE #   |               |                   |
| Robert M. Nelson  | Six Mile Creek CDD   |              | SERVICE DAT | TE:           |                   |
|   | 475 West Town Place,   | Suite 114    | INVOICE DA  | TE:           | 9/15/22           |
|   | St. Augustine, FL 3209                                       | 2            | TOTAL DUE:  |               | \$275.00          |
|   | *BLUE BOXES PAYRO  |              | DUE DATE:   | UPON          | RECEIPT           |
| DATE  | CAD #  | TIME IN      | TIME OUT    | TOTAL         | TOTAL DUE         |
| Monday, September 12, 2022  | SJSO22CAD203952  | 730A         | 1230P       | 5             | \$275.00          |
|   | SJSO22CAD  |              |             |               |                   |
|   | SJSO22CAD  |              |             |               | The second second |
|   | SJSO22CAD  |              |             |               |                   |
| ACTIVITY / COMMENTS:  |  | HOUR RATE    | \$55.00     | 5             | \$275.00          |
| Reckless Driver – 0<br>Citizen Assist – 1<br>Crash – 0<br>PATROLLED NEIGHBORHOOD/P<br>GATE/CONSTRUCTION SITES. No |  | LSO)/KAYAK L | BY:         | 1 4 2022<br>K |                   |

revised 2-10-2020

|  | ACCO   | UNT NAME   | ACCOUNT #    | PAGE #  |  |
|--|--|--|--------------|---------|--|
| LOCALIQ  | Six Mile Cree  | 764132   | 1 of '1      |         |  |
|  | INVOICE #  | BILLING PERIOD   | PAYMENT DU   | E DATE  |  |
| FLORIDA  | 0004847641   | Aug 1- Aug 31, 2022  | September 20 | 0, 2022 |  |
|  | PREPAY<br>(Memo Info)  | UNAPPLIED<br>(included in amt due)   | TOTAL AMOU   | NT DUE  |  |
| 1  | \$0.00   | \$0.00   | \$4,404.     | 48      |  |
| BILLING ACCOUNT NAME AND ADDRESS   | BILLING INQUIRIES/ADDRESS CHANGES  |  | FEDERAL ID   |         |  |
|  | 1-877-736-7612 or  | 47-2390983   |              |         |  |
| Six Mile Creek Cdd C/O Gms Llc<br>475 W. Town Pl. Ste, 114<br>Saint Augustine, FL 32092-3649 | rate of 18% per<br>Advertiser claim<br>must be submitte<br>or the claim will | Legal Entity: Gannett Media Corp.<br>Terms and Conditions: Past due accounts are subject to interest at the<br>rate of 18% per annum or the maximum legal rate (whichever is less)<br>Advertiser claims for a credit related to rates incorrectly invoiced or pair<br>must be submitted in writing to Publisher within 30 days of the invoice date<br>or the claim will be waived. Any credit towards future advertising must be<br>used within 30 days of issuance or the credit will be forfeited.<br>All funds payable in US dollars. |              |         |  |

# 000076413200000000000048476410044044867176

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: MOR\_15653

| Date     | Description     | Amount   |
|----------|-----------------|----------|
| 8/1/22   | Balance Forward | \$527.12 |
| Legal Ac | ivertising:     |          |

| Date range      | Product                    | Order Number | Description                                  | PO Number | Runs | Ad Size           | Net Amount |
|-----------------|----------------------------|--------------|--|-----------|------|-------------------|------------|
| 8/24/22-8/31/22 | SAG SI Augustine<br>Record | 7675660      | Resolution 2022-15, runs 8/24, 8/31          |           | 2    | 5.0000 x 16<br>in | \$2,611.20 |
| 8/24/22-8/31/22 | SAG St Augustine<br>Record |              | Notice of 170 Assessment,<br>runs 8/24, 8/31 |           | 2    | 2.0000 x 18<br>in | \$1,175.04 |

## Package Advertising:

|      | Description                                | Number                | Package Cost |
|------|--|-----------------------|--------------|
| dule | Six Mile Creek CDD - FY23 Meeting Schedule | FCEIVE                | \$91.12      |
|      |  | Baue full sear in the |              |
|      |  | 1                     |              |
|      |  |                       | 41           |

| LUCALIG                    |                       | ACCOUNT NAME<br>Six Mile Creek Cdd C/O Gms Llc |                     | DUE DATE              | AMOUNT PAID           |                  |
|----------------------------|-----------------------|--|---------------------|-----------------------|-----------------------|------------------|
| FLOR                       | IDA                   | ACCOUNT  | NUMBER              | INVOICE I             | NUMBER                | 1                |
| F Same way I C. I Same F C |                       | 764  | 132                 | 000484                | 0004847641            |                  |
| CURRENT                    | 30 DAYS<br>PAST DUE   | 60 DAYS<br>PAST DUE                            | 90 DAYS<br>PAST DUE | 120+ DAYS<br>PAST DUE | UNAPPLIED<br>PAYMENTS | TOTAL AMOUNT DUE |
| \$3,877.36                 | \$527.12              | \$0.00   | \$0.00              | \$0.00                | \$0.00                | \$4,404.48       |
| REMITTANCE ADI             | RESS (Include Account | # & Invoice# on check)                         | TO P                | AY WITH CREDIT CAI    | RD PLEASE FILL O      | UT BELOW:        |
| CA                         | Florida Holdings,     | LLC  | VISA                | MASTERCARD            |                       | AMEX             |
|                            | PO Box 631244         |  | Card Number         |                       |                       |                  |
| Cincinnati, OH 45263-1244  |                       | 1244   | Exp Date            | 1 1                   | CVV Code              |                  |
|                            |                       | 1  | Signature           |                       | Date                  |                  |

000076433200000000000048476430044044867376

LOCALIQ FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

#### **PROOF OF PUBLICATION**

Sarah Sweeting Six Mile Creek Cdd C/O Gms Llc 475 West Town Place, Ste 114

Saint Augustine FL 32092

STATE OF FLORIDA, COUNTY OF ST JOHNS

The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

08/24/2022, 08/31/2022

and that the fees charged are legal. Sworn to and subscribed before on 08/31/2022

Legal Clerk of WI, County of Brown Notary, Shite My commission expires **Publication Cost:** \$2611.20 Order No: 7675660 # of Copies: Customer No: 764132 1 PO #:

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AMY KOKOTT Notary Public State of Wisconsin

Page 1 of 1

#### **RESOLUTION 2022-15**

DECLARING RESOLUTION - 2022 EXPANSION PARCEL

A REDULTION OF THE BOARD OF SUPERVISORS OF THE SIX MILE GREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS UPON THE EXPANSION PARCEL DESIGNATING THE NATURE AND LOCATION OF THE PROPOGED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS; THE PONTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID, DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVER; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENTS, LADDRESSING THE SETTING OF PUBLIC MEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABLIVY AND AN EFFECTIVE DATE.

WHEREAS, the Six Mile Dreak Community Development District ("District") is a local unit of special-purpose government organized and existing under and persuant to Chapter 190, Florida Statutes) and

WHEREAS, the District is authorized by Chapter 190, Florida Statutes, to finance, fund, stan, establish, acquire, install, while, operate, extend, construct, or reconstruct certain intractivicture and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, pursuant to Resolution 2022-01, as supplemented by Resolution 2022-05, the District providually imposed a dabit assessment lien ("Assessments") to secure the repayment of bords that would improve the acquireliton and/or construction of a portion of the District's capital Exprovement plan; and

WHEREAS, District Lasued Rs \$2,640,000 Six Mile Creek Community Development District Capital Improvement Revence Bonds, Berles 2021 (Assessment Area 3, Phase 2) ("Phase 2 Bonds") to France the project (the \*2021 Area 3, Phase 2 Project") described in the Six Mile Creek Community Development District Supplement May Report for Sedes 2021 (A2-38 & AX3-2 Capital Improvement Acted September 10, 2021, International Hereits as Xirbil A. And Incorporated Interlin Streinson the "Engineer's Report"); and

WHEREAS, at the time of Issuance of the Phase 2 Bonds, the District anticipated undertaking a boundary amendment to incorporate a 70.99-scre parcel of lend, upon which 138 lots are planned for development, into the District's boundaries;

WHEREAS, of the 136 lots planned for development, 23 kits would be located within the area subject to the Assessments (the "Expansion Parcel"), with the remaining located in future phases of Assessment Area 3; and

WHEREAS, skin at the time of the band issuence, the District antioinated that ofter the boundary emerdment was complete, the District would undertake proceedings to extend the Assessmentia to the Expansion Parcel; and

WHEREAS, on May 23, 2022, the amandment to Rule 42GBG-1.002, F.A.C. became effective, which resulted in the Expansion Parcel being added to the District's boundaries; and

WHEREAS, accordingly, the District now dealers to undertake proceedings to extend the Assessments to the Expansion Parcel, and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the 2021 Area 3, Phase 2 Project in part by the lowy of the Assessments on the benefited birds within the Expansion Parcet; and

WHEREAS, the Assessments are described in the District's Master Assessment Report, First Supplemental Assessment Report, Bifurcation Assessment Report, Refurct Report, 2016 Assessment Report, as each terms are defined in Resolution 2022-05 (collectively, the "Assessment Report", and

WHEREAS, the Assessment Report has been supplemented by that certain First Supplement to the Adjunct Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revence Bronis Assessment Area 2 (Prase 2) and Assessment Area 2 (Prase 3B), dated July 20, 2022. a copy of which is attached hereic as Swhild B (the "Expension Report"). In the suppose of extending the Assessment for the Expension Report.

WHEREAS, the Engineer's Report, Assessment Report, and Expansion Report are on file with the District Manager at c/o Governmental Management Services. LLO, 475 West Town Place, Suite 114, SL Augustine, Rende 32092 ("District Records Office"); and

WHEREAS, the District is empowared by Chapter 190, the Uniform Community Development District Act, Chapter 170, Suppterminitie and Alternative Method for the Long, Collection and Enforcement of Non-Nul Velocent Assessments, Fibride Statules, to Binance, fund, plan, establish, add/who.com.doi.or.com/chat/webcom/d.establish, add/who.com/district Act, Chapter 170, by United Statules, to Binance, fund, plan, establish, add/who.com/distribution, and company, and company, and company, and company, and assessments. Fibride Statules, to Binance, fund, plan, establish, add/who.com/distribution, encompany, and company, 
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

1. AUTHORITY FOR THIS RESOLUTION: INCORPORATION OF RECITALS, This Resolution is adopted pursuant to the provisions of Foolda law, including without limitation Chapters 170, 190 and 197, Florida Statutes. The recitals stated above are incorporated herein and are adopted by the Board as Luo and correct statements.

2. DECLARATION OF ASSESSMENTS. The Board hereby declarus that it has determined to make the Project and to defray all or a portion of the cost thereof by the Assessments.

 DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS. The nature and general location of, and plans and specifications for, the Project are described in Edhibit A, which is on file at the District Records Office. Exhibit B is also on file and evaluate for public Inspection at the same location.

4. DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.

A. The total selimated cost of live 2021 Area 3, Phase 2 Project is \$4,581,102 ("Estimated Cost").

6, The Addeesments will defeat approximately \$2,640,000, which is the part value of the Phase 2 Bonds and which includes a portion of the Eelimated Cost, as well as other financing-velocited costs.

C. The memory in which the Assessment's shall be apportioned and paid is set forth in Exhibit 8, so may be modified by supplemental assessment resolutions. The Annonenias may be imposed as one or more special assessment lare, as set forth in approximately assessment resolutions, and, with respect to may particular lim, the Assessment's shall be paid in not more than CDB thirty yearly institutions. The Assessment's may be payable at the same time and is this same smear manner as are advalored assessment is not available to the District on a draw store massessment method in collection in the serve time and is the same time and time and the same time and the same time and the sa

6. DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVED. The Assessment's socialing the Area 3. Phase 2 Project have been leved on certain banefitical lends within the District, and additionally shall be levibd on certain loss and lunds within the Expansion Pancel, as described in Exhibit B, and as further designated by the advertisely a lost hereinafter provided for.

 ASSESSMENT PLAT. Pursuant to Shoking 170.04, Florida Statutes, there is dia file, at the District Records Office, an assessment plat showing the area to be diffusived, with certain plana and specifications describing the Project and the estimated cost of the Project, at of which shall be open to inspection by the public.

7. FRELIMINARY ASSESSMENT ROLL. Pursuant to Santion 170.06, Piolda Statutes, the District Manager has caused to be made a preliminary assessment rell, in accordance with the method of abasement described in Exhibit B hereo, which allows the lots and land abasesed, the amount of benefit to and the assessment against each bit or parcel of land and the number of annual intrafferent into which the servement with external relativity assessment multiland and the number of annual intrafferent into which the servement with external roll to thereing intoprior to an into Fabric 1 and the assessment multiter and the servement multi-servement and the servement with thereing intoprior to an into Fabric 1 and the assessment multiter and the servement multi-servement and the servement of the thereing intoprior to an interface 1 and the servement multiter and the servement multi-servement and the servement of the thereing intoprior to an interface 1 and the servement multiter and the servement multiter and the servement of the servement of the thereing intoprior to an interface 1 and the servement multiter and the servement and the servement and the servement of the thereing intoprior to an interface 1 and the servement and the servement of the thereing intoprior to an interface 1 and the servement and the

 PUBLID HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS. Pursuant to Sections 170.07 and 197.3632(4)(b). Florida Stututes, among oliver provisions of Florida law, Unave non-hereby declared public homings to be hald as follows:

#### NOTICE OF REPLIC HE ARINGS DATE: September 21, 2022 TIME: 2:00 p.m. LOCATION: Renatissance World Golf Village: Resort

500 South Logacy Trail St. Augustine, Florida 32092

The purpose of the public hearings is to hear commant and objections to the proposed special assessment program for Detrict instrovements as identified in the preliminary assessment roll, a copy or which is on the and as set forth in Exhibit B. Interested parties may appear at that hearing or submit their commants in writing prior to the hearings at the Detrict Records Diffice.

Notice of said hearing shall be advertised in accordance with Chapters 120, 100 and 197, Florida Statutes, and the District Manager is honoby authorized and disorded to place saiz notice in a newspaper of general incruisition within St. Johns Courty (by two publications one week, apart with the first publication at least hweety (20) days prior to the date of the hearing stabilization thresh). The District Manager shall field an authorized and individe the Manager is under authorized and disorded to give a within notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property civerer, a description of the small to be track and and the District Scoretary.

9. PUBLICATION OF RESOLUTION, Pursuant to Section 170.05, Florida Statutes, the District Manager is travely directed to cause this Resolution to be published twice (ance a week for two (2) weeks) in a nowspaper of general eliculation within SL, Johns County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. DONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repeated.

11. SEVERABLITY. If any section or part of a section of this resolution be declared invalid or uncentributional, the wildby, toxe, and effect of any other section of this resolution abail not line two beings to the section of this resolution abail not line two being to any appears that such other section or part of a section of the resolution is which be invested or reconstantly dependent upon the section or part of a section of part of a section of the resolution is which be invested or reconstantly dependent upon the section or part of a section of the resolution is which be invested or reconstantly dependent upon the section of part of a section of the resolution is which be invested or reconstantly dependent upon the section of part of a section of the resolution is which be invested or reconstantly dependent upon the section of part of a section of the resolution is which be invested or reconstantly dependent upon the section of part of a section of the resolution is which be invested or reconstantly dependent upon the section of part of a section of the resolution is which be invested or reconstantly dependent upon the section of part of a section of the resolution is which be invested or reconstantly dependent upon the section of part of a section of the resolution is which be invested or reconstant and the resolution is a section of the resolution is a section o

EFFECTIVE DATE. This Resolution shall become effective upon its adaption. PASSED AND ADDPTED this 20th day of July, 2022.

12. ATTEST:

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

James Offver, Secretary

Chatperson

Exhibit A: Exhibit B:

#### Siz Mile Greak Community Development Direct Supplemental Engineers Reports for Series 2021 AXX-39 & AA3-2 Capital Improvements dated September 10, 2021 First Supplement to the Adjunct Supplemental Special Accessment Area 3 (Phane 3) rea Accessment Area 3 (Phane 3) rea Accessment Area 3 (Phane 3)

# **LOCALIQ** FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

### **PROOF OF PUBLICATION**

Sarah Sweeting Six Mile Creek Cdd C/O Gms Llc 475 West Town Place, Ste 114

Saint Augustine FL 32092

STATE OF FLORIDA, COUNTY OF ST JOHNS

The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

08/24/2022, 08/31/2022

and that the fees charged are legal. Sworn to and subscribed before on 08/31/2022

Legal Cler Notary, State of Wir cumby of Brown My commision expires Publication Cost: \$1175.04 Order No: 7675698 # of Copies: Customer No: 764132 1 PO #:

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#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT **NOTICE OF PUBLIC HEARINGS** TO CONSIDER THE IMPOSITION OF DEBT ASSESSMENTS **PURSUANT TO SECTIONS** 170.07 AND 197.3632, FLORIDA STATUTES -and-

#### NOTICE OF MEETING

In Eccentiance with Chapters 176, 190 and 197, Ronsa Statutes, the Sox Hills Credit Community Development (Distinct ("Distinct") Board II: Supervisions ("Board") hereby provides notice of the following public heatings and public meeting:

PURISC REAMINES AND MEETING DATE: LOCADOR:

Stepheniber 21, 2022 2:06 p.m. Banalazzaret World Belf VIEsge Roseri 500 South Legacy Trail St. Augustine, Horide #2002

By way of includent of a sensative in Remaining 2020-01, are applemented by Resaddres X22-05, the Detrict purkkade Imposed a dot: presented here (Researcherts) to proceed the applement of botts the bott of there are as applicant and/or construction of a potential of the Database calls harpen be as applicant and/or construction of a potential to 25.64,000 calls harpen be as Neurosci 202, 2021, Hon Detrict Instant to 32.64,000 calls harpen be and Neurosci 202, 2022, Hon Detrict Instant to 32.64,000 calls harpen be and therefore 2022 (Hamanna Ana 3, Rhaas 2) ("2021 Bands") to found to method and a set of the security by Assessments.

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Its budge 4% provision for early payment discount and 2% collection costs for 8L Johns County.

The assessments may be pretaid to whole at any sine, or in some indiances in path or may be add to not more than bibly (60) around insidements subsequent is the foreground of the forecas the indiancements. Here are the presentation will be collected on the Cortrip ten call by the task collector. Alternatively, the District may choose to detectly (block and other) these settlements.

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## **PROOF OF PUBLICATION**

Six Mile Creek Cdd C/O Gms Llc Six Mile Creek Cdd C/O Gms Llc 475 West Town Place, Ste 114

Saint Augustine FL 32092

STATE OF FLORIDA, COUNTY OF ST JOHNS

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#### 08/12/2022

PO #:

and that the fees charged are legal. Sworn to and subscribed before on 08/12/2022

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#### PO Box 631244 Cincinnati, OH 45263-1244

NOTICE OF MEETINGS SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Six Mile Creek Community Develop-ment District will hold its regularly scheduled public meetines for Fiscal Year 2023 at 2:00 p.m. at the *Renaissance World Gait Village Resort, 500 South Legacy Trall, St. Augustine, Florida 3209* on the third Wednesday of each month as tollows or otherwise noted:

October 19, 2022 November 16, 2022 December 21, 2022 Jahuary 18, 2023 February 18, 2023 April 26, 2023 (4th Wednesday) May 17, 2023 June 14, 2023 (2nd Wednesday) July 26, 2023 (4th Wednesday) July 26, 2023 (4th Wednesday) September 20, 2023

September 20, 2023 September 20, 2023 The meetings are open to the public and will be conducted in accordance with the provisions of Fiorido Law for Community Development Districts. A copy of the agenda for the meetings may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augus-tine, Florida 32092 (and phone (904) 940-6850). The meetings may be continued to a dofe, fime, and place to be specified on the record at the meetings. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accom-modations at the meetings because of a disability or physical impair-ment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Each person who decides to appeadi any action taken at the meetings is advised that person will need to proceedings is made, including the proceedings is to be based.

James Oliver District Manager SAR 0/12/2022 #7609075



WHISPER CREEK AMENITY CTR-PHASE3 801 TRAILMARK DR - Dyg22 ST AUGUSTINE, FL 32092-0000

# **ACCOUNT INVOICE**

peoplesgas.com

f 🔰 P 8 🚠 in

Statement Date: 09/07/2022 Account: 211014091725

| Current month's charges: | \$30.60    |
|--------------------------|------------|
| Total amount due:        | \$30.60    |
| Payment Due By:          | 09/28/2022 |



Amount not paid by due date may be assessed a late payment charge and an additional deposit.

# More hot water faster, plus cash back Earn a rebate up to \$3,500 when you install a new natural gas water heater.

To learn more visit PeoplesGas.com/BizRebates

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.

TECO, PEOPLES GAS



See reverse side for more information

Current month's charges:\$30.60Total amount due:\$30.60Payment Due By:09/28/2022Amount Enclosed\$671136769421



MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318

Account: 211014091725

# 671136769421211014091725000000030608



# **ACCOUNT INVOICE**

f 🛩 🕫 😽 in

 Account:
 211014091725

 Statement Date:
 09/07/2022

 Current month's charges due
 09/28/2022

# Details of Current Month's Charges - Service from - 08/05/2022 to 09/02/2022

Service for: 801 TRAILMARK DR, ST AUGUSTINE, FL 32092-0000

Rate Schedule: Small General Service - Transportation

OCT

SEP 2021 0.6

| Meter<br>Number | Read Date    | Current<br>Reading | -  | Previous<br>Reading | = | Measured<br>Volume | x | BTU   | x Conversion = | Total Used  | Billing<br>Period |
|-----------------|--------------|--------------------|----|---------------------|---|--------------------|---|-------|----------------|---|-------------------|
| SHD95922        | 09/02/2022   | 1,238              |    | 1,238               |   | 0 CCF              |   | 1.042 | 1.0000         | 0.0 Therms  | 29 Days           |
| Customer Ch     | arge         |                    |    |                     |   |                    |   |       | \$30.60        | Peoples Gas   | Usage History     |
| Natural Gas     | Service Cost |                    |    |                     |   |                    |   |       | \$30.60        | Therese De  | D                 |
| Total Cu        | rrent Mont   | h's Char           | ge | S                   |   |                    |   |       | \$30.60        | Aug 0.3<br>JUL 0.4<br>Aug 0.3<br>JUL 0.4<br>MAY 0.4<br>MAY 0.4<br>MAR |                   |
|                 |              |                    |    |                     |   |                    |   |       |                | FEB<br>JAN 0.<br>DEC<br>NOV 0.5                                       | 3 1.9             |

## **REQUISITION NO. 68**

## SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

# \$8,250,000 CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND SERIES 2021 (Assessment Area 2, Phase 3B)

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Nineth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 68

| (B) | Name of Payee:  | Besch & Smith Civil Group Inc.  |
|-----|---|---------------------------------|
|     | onanon (racionala) (normanisti racional S <b>o</b> rmanisti | 345 Cumberland Industrial Court |
|     |   | St. Augustine, FL 32095         |

- (C) Amount Payable: Total: \$841,515.63
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Contractor Application for Payment #9 -Trailmark East Parcel Phase 2 (Aug 2022)

(E) Fund or Account from which disbursement to be made:

# Capital Improvement and Refunding Revenue Bond Series 2021 (Assessment Area 2, Phase 3B)

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 Phase 1 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 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 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 of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

## SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_

Chairperson, Board of Supervisors

## CONSULTING ENGINEER'S APPROVAL

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** 

September 21, 2022

2021 AAZ, A.3B.

PAGE ONE OF TWO PAGES

#### APPLICATION AND CERTIFICATE FOR PAYMENT

| 411/2      |                                      | PROJECT: TRAILMARK EAST    |                          |                  |
|------------|--------------------------------------|----------------------------|--------------------------|------------------|
| OWNER:     | SIX MILE CREEK CDD                   | PARCEL PHASE 2             | APPLICATION NO.9         | Distribution to: |
|            | 475 WEST TOWN PLACE, Suite 114       | TRAILMARK DR. @ PACETTI RD |                          | D OWNER          |
|            | ST. AUGUSTINE FL 32092               | ST. AUGUSTINE FL 32092     | PERIOD TO: 8/31/22       | ARCHITECT        |
|            |                                      |                            |                          | CONTRACTOR       |
| CONTRACTO  | R: Besch and Smith Civil Group, Inc. | ENGLAND THIMS & MILLER     |                          | D PROGRAM MNGR   |
|            | 345 Cumberland Industrial Ct.        | 14775 OLD ST. AUGUSTINE RD | Project # 2021-05        |                  |
|            | St Augustine, FL 32095               | JACKSONVILLE, FL 32258     |                          |                  |
|            | 904-260-6393                         |                            | CONTRACT DATE: 12/9/2021 |                  |
| CONTRACT F | OR: SITEWORK                         |                            |                          |                  |

#### CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY        |             |             |
|-----------------------------|-------------|-------------|
| Change Orders approved in   | ADDITIONS   | DEDUCTIONS  |
| Total                       | \$0.00      | \$0.00      |
| Approved this Month         |             | -           |
| Number Date Approved        |             |             |
| RCO #1                      | 68,476.20   |             |
| TOTALS                      | \$68,476.20 | \$0.00      |
| Net change by Change Orders | \$0.00      | \$68,476.20 |

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

CONTRACTOR: Besch and Smith Civil Group, Inc.

vide Beach /President

#### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

|     | Pro  | ject # 2021-05 |       |                   |        |              |
|-----|--|----------------|-------|-------------------|--------|--------------|
|     | со   | NTRACT DATE:   | 12/9  | /2021             |        |              |
| And | lication is made for Payment,                  | as shown below | in co | praction with the | Contra | act          |
|     | tinuation Sheet, AIA Docume                    |                |       | anoodon mar ano   | Contac |              |
| 1.  | ORIGINAL CONTRACT SU                           |                |       |                   | S      | 8,477,566.20 |
| 2.  | Net Change by Change Ord                       | lers           |       |                   | S      | 68,476.20    |
| 3.  | CONTRACT SUM TO DATI                           |                |       |                   | \$     | 8,546,042.40 |
| 4.  | TOTAL COMPLETED & ST<br>(Column 1 on G703)     |                |       |                   | \$     | 5,572,603.58 |
| 5.  | RETAINAGE                                      |                |       |                   |        |              |
| υ.  | a. 10 % of Complete                            | d Work \$      |       | 512,078.64        |        |              |
|     | (Column L on G703)                             | u mont u       |       |                   |        |              |
|     | b. 10 % of Stored Ma                           | aterial \$     |       | 45,181.72         |        |              |
|     | Total Retainage (Line 5a +                     | 5b or          |       |                   |        |              |
|     | (Total in Column L of                          |                |       |                   | \$     | 557,260.36   |
| 6.  | TOTAL EARNED LESS RE<br>(Line 4 less Line 5 To | TAINAGE        |       |                   | \$     | 5,015,343.22 |
| 7.  | LESS PREVIOUS CERTIFI                          |                |       |                   |        |              |
|     | PAYMENT  |                |       |                   | \$     | 4,173,827.59 |
| 8.  | CURRENT PAYMENT DUE                            |                |       |                   | \$     | 841,515.63   |
| 9.  | BALANCE TO FINISH, PLU                         |                |       |                   | S      | 3.530.699.18 |

(Line 3 less Line 6)

State of Florida, St Johns Subscribed and sworn to before me this date September 2022

My Commission Expire 14/2020

| Tammy Manzy-Stewart             |  |
|---------------------------------|--|
| Notary Public, State of Florida |  |
| Commission Expires: 03/14/2026  |  |
| Commission No. HH240430         |  |

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the applied for)

OWNER: By:

9/7/2022

Date:

#### ARCHITECT: By:

Date:

\$841,515.63\*

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

| AIA Do  | TINUATION SHEET<br>ocument 6702, APPLICATION AND CERTIFICATE FOR PAYMENT, contain   | ning                           |                                       |                      |   |   | ION NUMBER:               |                      | PAGE 2 OF 2 PAGE |
|---------|---|--------------------------------|---------------------------------------|----------------------|---|---|---------------------------|----------------------|------------------|
| n tabul | xtor's signed Certification is attached.<br>ations below, amounts are stated to the nearest dollar.<br>lumn I on Contracts where variable retainage for line items may apply. |                                |                                       |                      |   |   | PERIOD TO:<br>ONTRACT NO: | 8/31/2022<br>2021-05 |                  |
|         | В   | C                              |                                       | Е                    | F   | G   | AILWARK BADI              | H I                  | 1                |
| A       | В   | -                              |                                       |                      | MATERIALS                                 | TOTAL   | %                         | BALANCE              | RETAINAGE        |
| NO.     | DESCRIPTION OF WORK   | ORIGINAL<br>SCHEDULED<br>VALUE | FROM PREVIOUS<br>APPLICATION<br>VALUE | THIS PERIOD<br>VALUE | PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | (G/C)                     | TO FINISH<br>(C-G)   |                  |
| A       | MOBILIZATION AND SITE PREP  | \$251,280.11                   | \$135,675.42                          |                      | -   | \$135,675.42                                  | 53.99%                    | \$115,604.69         | \$13,567.5       |
| 8       | CLEARING AND GRUBBING   | \$292,130.22                   | \$292,130,22                          |                      |   | \$292,130.22                                  | 100.00%                   | \$0.00               | \$29,213.02      |
| C       | DEMOLITION  | \$7,158.22                     |                                       | \$2,935.34           |   | \$2,935.34                                    | 41.01%                    | \$4,222.88           | \$293.53         |
| D       | STORMWATER MANAGEMENT FACILITY CONSTRUCTION   | \$730,528.77                   | \$730,528.77                          |                      |   | \$730,528.77                                  | 100.00%                   | \$0.00               | \$73,052.88      |
| El      | ROADWAY EARTHWORK   | \$128,334.09                   | \$107,076.18                          |                      |   | \$107,076,18                                  | 83,44%                    | \$21,257.91          | \$10,707.62      |
| 62      | LOT FILL, COMPACTION, SEEDING, AND TESTING  | \$1,614,207.58                 | \$1,312,497,20                        | \$60,451.68          |   | \$1,372,948.88                                | 85.05%                    | \$241,258.70         | \$137,294.89     |
| P       | ROADWAY CONSTRUCTION  | \$755,267.63                   | \$9,764.01                            | \$127,925.00         | \$1,823.76                                | \$139,512,77                                  | 18,47%                    | \$615,754.86         | \$13,951.20      |
| 7       | STORM DRAINAGE  | \$1,484,063.92                 | \$699,545.73                          | \$54,492.63          | \$292,812.06                              | \$1,046,850.42                                | 70.54%                    | \$437,213.50         | \$104,685.0      |
| H       | ROADWAY UNDERDRAIN  | \$50,080.00                    | \$18,635.24                           | \$4,652,60           |   | \$23,287.84                                   | 46,50%                    | \$26,792.16          | \$2,328.7        |
| 1       | PAVING AND DRAINAGE AS-BUILTS   | \$40,397.91                    |                                       |                      |   | \$0.00  | 0.00%                     | \$40,397.91          | \$0.00           |
| J       | ST JOHNS COUNTY UTILITY DEP. WATER DISTRIBUTION SYS.  | \$698,394.99                   | \$482,501.24                          | \$122,676.45         |   | \$605,177.69                                  | 86.65%                    | \$93,217.30          | \$60,517.72      |
| К       | ST JOHNS COUNTY UTILITY DEP. SANITARY SEWER SYSTEM  | \$984,913.16                   | \$555,448,54                          | \$66,139.70          | \$99,502.95                               | \$721,091.19                                  | 73.21%                    | \$263,821,97         | \$72,109.12      |
| L       | ST JOHNS COUNTY UTILITY DEPARTMENT FORCEMAIN SYS.   | \$82,771.28                    | \$53,022.56                           |                      |   | \$53,022.56                                   | 64.06%                    | \$29,748.72          | \$5,302.20       |
| м       | ST JOHNS COUNTY UTILITY DEPARTMENT SANITARY LIFT<br>STATION SYSTEM  | \$313,192.36                   |                                       |                      | \$39,046.79                               | \$39,046.79                                   | 12.47%                    | \$274,145.57         | \$3,904.6        |
| ٩       | WATER AND SEWER AS-BUILTS   | \$26,880.23                    |                                       | \$ 5,107.24          |   | \$5,107.24                                    | 19.00%                    | \$21,772.99          | \$510.7          |
| )       | IRRIGATION, ELECTRICAL, TELEPHONE,/CATV SLEEVES   | \$133,005.00                   |                                       | \$ 38,820.00         | \$18,631.62                               | \$57,451.62                                   | 43.20%                    | \$75,553.38          | \$5,745.10       |
| >       | FPL ELECTRICAL INFRASTRUCTURE ALLOWANCE   | \$175,000.00                   | 1                                     |                      |   | \$0.00  | 0.00%                     | \$175,000.00         | \$0.0            |
| )       | LANDSCAPING   | \$29,086.71                    |                                       |                      | ·   | \$0.00  | 0.00%                     | \$29,086.71          | \$0.04           |
| 3       | SEEDING, MULCHING, AND SOD  | \$167,417.16                   | \$36,769.60                           |                      |   | \$36,769,60                                   | 21.96%                    | \$130,647,56         | \$3,676,90       |
| s       | SEDIMENT AND EROSION CONTROL  | \$34,292.77                    | \$8,405.43                            |                      |   | \$8,405.43                                    | 24.51%                    | \$25,887.34          | \$840.54         |
| г       | STORM WATER POLLUTION PREVENTION PLAN   | \$53,927.64                    | \$25,932.04                           |                      |   | \$25,932.04                                   | 48.09%                    | \$27,995.60          | \$2,593.20       |
| U 1     | PAYMENT AND PERFORMANCE BOND  | \$101,177.38                   | \$101,177.38                          |                      |   | \$101,177.38                                  | 100.00%                   | \$0.00               | \$10,117.74      |
| U 2     | CONTRACTOR'S WARRANTY   | \$5,687.03                     |                                       | \$ -                 |   | \$0.00  | 0.00%                     | \$5,687.03           | \$0.00           |
| V       | RETAINING WALL  | \$318,372.04                   |                                       | \$ -                 |   | \$0.00  | 0.00%                     | \$318,372.04         | \$0,00           |
| W       | RCO#1 New Hau! Road   | \$68,476.20                    | \$68,476.20                           |                      |   | \$68,476.20                                   | 100.00%                   | \$0.00               | \$6,847,62       |
| K       | TOTAL:  | \$8,546,042,40                 | \$4,637,585.76                        | \$483,200.64         | \$451.817.18                              | \$5.572.603.58                                | 65.21%                    | \$2,973,438.82       | \$557,260.36     |

AIA DOCUMENT G703 \* APPLICATION AND CERTIFICATE FOR PAYMENT \* MAY 1983 EDITION \* © 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006
The undersigned lienor ("Lienor"), with offices at <u>345 Cumberland Industrial Ct., St</u> Augustine, Florida 32095, and in consideration of payment in the amount of \$<u>841,515</u>

hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to the Six Mile Creek Community Development District ("District") for all work provided pursuant to the agreement ("Agreement") dated <u>December 9<sup>th</sup>, 2021</u> between the Lienor and District, and for the period from the effective date of the Agreement and through <u>AVG-31, 2022</u>

This waiver and release does not cover any retention, labor, services, or materials furnished after the date specified.

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_ September\_ 20 22

Besch and Smith Civil Group, Inc.

[Contractor/Lienor] nole

[Signature]

inte BV:

[Print Name]

President Its:

[Print title]

ATTEST

KRISprint Name PBELL

The undersigned lienor, in consideration of the sum of <u>\$ 18,405.95</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group</u>, Inc. on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver is for payment of the specific invoices listed: Invoice #25511855 dated 8/19/22

1900 30 200 Dated on (

Lienor's Name:

Forterra Pipe & Precast dba Rinker Materials PO Box 935966 Atlanta, GA 31193

lushu & rocli By

State of Georgia County of Gwinnet

The foregoing instrument was acknowledged before me this 30 day of <u>CCS</u> day of <u>Forterra Pipe & Precast dba Rinker Materials</u>

Personally known

Notary Public, State of Georgia My commission expires: \_\_\_\_\_6

The undersigned lienor, in consideration of the sum of <u>\$ 75,702.02</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver is for payment of the specific invoices listed: Invoice #25487447 dated 8/16/22 Invoice #25496327 dated 8/17/22

By .

Dated on august 30, 2027

Lienor's Name:

Forterra Pipe & Precast dba Rinker Materials PO Box 935966 Atlanta, GA 31193

nocli esher F

State of Georgia County of Guinnett

| The foregoing instrument was acknowledged before i | ne this _ 30 m _ day |
|--|----------------------|
| of MUGUST , 2022 by Havshy Modi as                 | A . A                |
| of Forterra Pipe & Precast dba Rinker Materials    |                      |

Personally known

otary Public, State of Georgia

My commission expires: \_\_\_\_\_6/5/2423

GW

The undersigned lienor, in consideration of the sum of \$ 38,680.15 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Besch and Smith Civil Group, Inc. on the job of Trailmark East Parcel Phase 2, to the following described property:

> **Trailmark East Parcel Phase 2** Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver is for payment of the specific invoices listed: Invoice #25478678 dated 8/15/22

uquet 29,2022 Dated on 🕖

Lienor's Name:

Forterra Pipe & Precast dba Rinker Materials PO Box 935966 Atlanta, GA 31193

State of Georgia County of Gwinnett

The foregoing instrument was acknowledged before me this day of August, 2022 by Phillip Mitchell \_as\_CCS of Forterra Pipe & Precast dba Rinker Materials

Personally known Identification

ublic, State of Geen My commission expires:

2023

The undersigned lienor, in consideration of the sum of <u>\$ 1,490.60</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through August 18, 2022.

Dated on 8/29/22

Lienor's Name:

United Brothers Development Corporation 6924 Distribution Ave. South Jacksonville, FL 32256

By Hard An

State of Florida County of \_\_\_\_\_\_

The foregoing instrument was acknowledged before me this <u>294</u> day of <u>August</u>, 2022 by <u>Deret Dostre</u> as <u>Corp Secretary</u> of <u>United Brothers Development Corporation</u>.

Personally known



Denise M. Haller Comm.#HH056607 Expires: Nov. 26, 2024 Bonded Thru Aaron Notary Notary Public, State of Florida My commission expires: \_\_\_\_\_1 26 24

The undersigned lienor, in consideration of the sum of <u>\$ 31,711.95</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through <u>July 31, 2022.</u>

Dated on 8-24-22

Lienor's Name:

Pritchett Trucking, Inc. PO Box 311 Lake Butler, FL 32054

By Allendin

State of Florida County of UNION

The foregoing instrument was acknowledged before me this 24th day of <u>August</u>, 2022 by <u>Pt+100P W. Innewst</u> as <u>Vice Aces</u>.

Personally known

DEBORAH B. ROGERS

Notary Public - State of Florida Motary Public, State of Florida Commission # HH 046416 My Comm. Expires Jan 16. 2025 My commission expires: Jaw, 16, 2025 Bonded through National Notary Assn.

The undersigned lienor, in consideration of the sum of <u>\$ 9,989.57</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through <u>July 31, 2022.</u>

Dated on 8-24-12

Lienor's Name:

GP Materials, Inc. PO Box 311 Lake Bytler, FL 32054

By the profe

State of Florida County of <u>UNION</u>

The foregoing instrument was acknowledged before me this 24th day of <u>Ausus</u>, 2022 by <u>Atture W. Remeter</u> as <u>Vice Res</u>, of <u>GP Materials, Inc.</u>

Personally known
Identification
DEBORAH B. ROGER

DEBORAH B. ROGERS Notary Public - State of Florida Commission # HI 046416 My Comm. Expires Jan 16, 2025 Bonded through National Notary Assn.

The undersigned lienor, in consideration of the sum of <u>\$6,187.66</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through June 30, 2022.

Dated on August 16

Lienor's Name: MWI Corporation 33 NW 2<sup>nd</sup> Street Deerfield Beach, FL 33441

Bv

State of Florida County of Oronc The foregoing instrument was acknowledged before me this day of Maulot, 2022 by Jim Tannar as Branch of MWI Corporation. Personally known Identification ANNIN MILLING GONZALEZ 0 Public, State of Florida ADD AN ADDRAY PUBLIC My commission expires:

REF #707038

The undersigned lienor, in consideration of the sum of <u>\$ 58,654.69</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through July 31, 2022.

Dated on August 16 ,2022

Lienor's Name: Hydro Conduit LLC dba Rinker Materials 13100 NW 118<sup>th</sup> Ave Miami, FL 33178

Inomia alle

State of Florida County of \_\_\_\_\_\_ Dade

The foregoing instrument was acknowledged before me this 16 day of August , 2022 by Veronica Alfonso as Credit Manager of Hydro Conduit LLC dba Rinker Materials

xx Personally known

Notary Public, State of Florida My commission expires:



The undersigned lienor, in consideration of the sum of <u>\$ 6,187.66</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through <u>June 30, 2022.</u>

Dated on August 16

Lienor's Name: MWI Corporation 33 NW 2<sup>nd</sup> Street Deerfield Beach, FL 33441

State of Florida County of Oron The foregoing instrument was acknowledged before me this day of Marcot , 2022 by Jim Tannar as Branch of MWI Corporation. Personally known Identification ANNIH MANIMUM YPIR Notary Public, State of Florida My commission expires: MINIMUM INT

The undersigned lienor, in consideration of the sum of <u>\$ 67,593.87</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group, Inc.</u> on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through <u>June 30, 2022.</u>

Dated on August 11, 2022

Lienor's Name:

Fortiline Inc-Jacksonville #14 6982 Highway Ave Jacksonville, FL 32254

By Sleep + Segmon

State of 'TexAs County of Dallas

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August \_\_\_\_\_, 2022 by Sheru L. Sigmon as a condit Associate \_\_\_\_\_ of Fortiline, Inc.- Jacksonville #149



Notary Public, State of Texas My commission expires: \_\_\_\_\_\_1/07/2025

The undersigned lienor, in consideration of the sum of <u>\$ 11,528.12</u> hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to <u>Besch and Smith Civil Group</u>, Inc. on the job of <u>Trailmark</u> <u>East Parcel Phase 2</u>, to the following described property:

> Trailmark East Parcel Phase 2 Intersection of Pointed Creek Dr. & Pacetti Rd. St Augustine, St Johns County, FL

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through May 31, 2022.

Dated or

Lienor's Name: MWI Corporation 33 NW 2<sup>nd</sup> Street Deerfield Beach, FL 33441

State of Florida County of day of MWI Corporation. Personally known Identification otary Public, State of Florida MANIMUM My commission expires: MILLING MILLING

#### **REQUISITION NO. 72**

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

#### \$8,250,000 CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND SERIES 2021 (Assessment Area 2, Phase 3B)

#### A/C 226000005

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Nineth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 72

| (B) | Name of Payee: | Basham & Lucas Design Group, Inc. |
|-----|----------------|-----------------------------------|
|     |                | 7645 Gate Parkway Suite 101       |
|     |                | Jacksonville, FL 32256            |

- (C) Amount Payable: Total: \$6,920.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): TrailMark Amenity Expansion -Invoice 8994 (July 2022)

(E) Fund or Account from which disbursement to be made:

## Capital Improvement and Refunding Revenue Bond Series 2021 (Assessment Area 2, Phase 3B)

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 Phase 1 Acquisition and Construction Account;
- 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 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 of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_\_\_

Chairperson, Board of Supervisors

#### CONSULTING ENGINEER'S APPROVAL

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** 

August 17 2022



### Basham & Lucas Design Group Inc.

7645 Gate Pkwy Ste 101 Jacksonville, FL 32256 US (904) 731-2323

### INVOICE

| BILL TO                 | INVOICE  | 8994           |
|-------------------------|----------|----------------|
| James Oliver            | DATE     | 07/19/2022     |
| Six Mile Creek CDD      | TERMS    | Due on receipt |
| 475 West Town Place     | DUE DATE | 07/31/2022     |
| Suite 114               |          |                |
| St. Augustine, FL 32092 |          |                |

## PROJECT NAME

(21-49A) Trailmark Amenity Expa

| CONTRACT SERVICES  | CONTRACT | DUE                  | AMOUNT DUE |
|--|----------|----------------------|------------|
| Part 5: Phase 2 Amenity Area Landscape<br>Architecture & Irrigation Design | 5,100.00 | 20.00 % of 5,100.00  | 1,020.00   |
| Part 7: Fine Grading Design of the Pool Area                               | 3,100.00 | 100.00 % of 3,100.00 | 3,100.00   |
| Part 9: Exterior Color/Material Selection for<br>Amenity Area Improvements | 900.00   | 0.00 of 900.00       | 0.00       |
| Part 10: Amenity Area Signage  | 2,800.00 | 100.00 % of 2,800.00 | 2,800.00   |
| Part 11: Reimbursable Expenses   | 2,000.00 | 0.00 of 2,000.00     | 0.00       |

#### BALANCE DUE

## \$6,920.00

| Estimate Summary  |            |
|-------------------|------------|
| Estimate 20-218   | 58,500.00  |
| Invoice 8890      | 7,379.25   |
| Invoice 8778      | 25,860.00  |
| Invoice 8961      | 9,540.00   |
| Invoice 8940      | 3,380.00   |
| This invoice 8994 | \$6,920.00 |
| Total invoiced    | 53,079.25  |
|                   |            |

#### **REQUISITION NO. 74**

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

#### \$10,150,000 2021 Capital Improvement Revenue Bonds (Assessment Area 2, Phase 3B)

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Tenth Supplemental Trust Indenture, dated as November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 74
- (B) Name of Payee: Clary & Associates, Inc.
   3820 Crown Point Road, Suite A Jacksonville, FL 32257
- (C) Amount Payable: Total: \$1,750.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): TrailMark East Parcel Phase 2 – Revise Conservation Easements – Invoice 2022-547 (June 2022)
- (E) Fund or Account from which disbursement to be made:

#### Capital Improvement and Refunding Revenue Bond Series 2021 (Assessment Area 2, Phase 3B)

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 Phase 1 Acquisition and Construction Account;
- 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 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 of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_\_

Chairperson, Board of Supervisors

### **CONSULTING ENGINEER'S APPROVAL**

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

February 10, 2022

Clary & Associates, Inc.

3830 Crown Point Road Suite A • Jacksonville, Florida 32257 • (904)260-2703

2022-547 INVOICE NO: 08/31/22 DATE: 4544 SIX MILE CREEK CDD 475 WEST TOWN PLACE, #114 Saint Augustine FL 32092 PAGE 1

SEE FILE PROVIDED

ORDERED BY

DESCRIPTION: 06/21/22

W.O. NO. 2022-547

LOT : CE'S SUBDIVISION: TRAILMARK EAST PARCEL UNIT 2 SECTION : 38 TOWNSHIP: 6S RANGE: 28E ADDRESS : TRAILMARK DR ST. JOHNS FL ST. JOHNS IN NAME OF : TRAILMARK EAST PARCEL PHS 2: REVISE CONSERVATION EASEMENTS 28 & 31

6-29 REQUEST: REVISE CE 28 TO EXCLUDE HYDROLOGICAL IMPACT AREA (PATRICK PIERCE)

8-04 REQUEST: REVISE CE 28 DUE TO ENGINEERING CONSTRAINTS; DIVIDE INTO 2 NEW ESMTS, 28A & 28B

MAP & LEGAL

1,750.00

TOTAL DUE \$1,750.00

PAYMENT DUE 10 DAYS FROM RECEIPT PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT



Six Mile Creek Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

August 30, 2022 Project No: 20277.00000 Invoice No: 0204438

Project 20277.00000 Trailmark Phase 12 Construction Documents (WA#49) Professional Services rendered through August 27, 2022 Site Plan Revisions Task 01 Professional Personnel Hours Rate Amount CADD/GIS Technician Jeter, Matthew 8/6/2022 4.00 121.00 484.00 Totals 4.00 484.00 **Total Labor** 484.00 Current Prior **To-Date** Labor 484.00 7,500.00 7,984.00 **Contract Limit** 7,500.00 Adjustment -484.00**Total this Task** 0.00 Task 01.1 Lump Sum (02-08) Percent **Earned Previously** Current Contract Task Billed Amount Complete To Date Billed 2.Master Development Plan (MDP) Modifica 7,500.00 100.00 7,500.00 7,500.00 0.00 **3.**Construction Plan Preparation 82,000.00 100.00 82,000.00 82,000.00 0.00 15,200.00 15,200.00 4.Lift Station Design 100.00 15,200.00 0.00

|  |            | Total  | hia Taali  | ¢0.        | • |
|--|------------|--------|------------|------------|---|
| I                                      | Total Fee  |        |            | 3,2        |   |
| Total Fee                              | 148,800.00 |        | 148,416.00 | 145,130.00 |   |
| 8.SJRWMD Environmental Resource Permit | 19,200.00  | 98.00  | 18,816.00  | 17,280.00  |   |
| 7.FDEP Water & Sewer Permits           | 5,000.00   | 100.00 | 5,000.00   | 4,500.00   |   |
| 6.SJC & SJCUD Plan Approval            | 12,500.00  | 100.00 | 12,500.00  | 11,250.00  |   |
| 5.Landscape Design (Code Design)       | 7,400.00   | 100.00 | 7,400.00   | 7,400.00   |   |
|  | ,          |        | ,          | ,          |   |

\$3,286.00 Total this Task

Task

Amendment No. 1 Site Plan Revisions

Total Fee

3,750.00

Percent Complete

09

100.00 Total Earned

3.750.00

0.00

1,250.00 500.00

1,536.00

3,286.00

3,286.00

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Iel 904-642-8990 • fax 904-646-9485

CA-00002584 LC-0000316

|  | Previous Fee B<br>Current Fee Bill<br><b>Total Fee</b> | -                          | 3,750<br>0                        | ).00<br>).00                      | 0.00                 |
|--|--|----------------------------|-----------------------------------|-----------------------------------|----------------------|
|  |  | Total t                    | his Task                          |                                   | 0.00                 |
| Task 10-14 Amendment No  | 1 (Lump Sum Se   | ervices)                   |                                   |                                   |                      |
| Task   | Contract<br>Amount                                     | Percent<br>Complete        | Earned<br>To Date                 | Previously<br>Billed              | Current<br>Billed    |
| 10.Master Develop. Plan Mod. (MDP)<br>11.Construction Plan Modification<br>12.Lift Station Design Modification | 3,750.00<br>34,300.00<br>3,800.00                      | 100.00<br>100.00<br>100.00 | 3,750.00<br>34,300.00<br>3,800.00 | 3,750.00<br>34,300.00<br>3,800.00 | 0.00<br>0.00<br>0.00 |
| 13.Landscape Plan Modification(Code Des)<br>14.SJRWMD ERP Modification<br>Total Fee                            | 4,800.00<br>50,350.00                                  | 100.00<br>100.00           | 3,700.00<br>4,800.00<br>50,350.00 | 3,700.00<br>4,800.00<br>50,350.00 | 0.00<br>0.00<br>0.00 |
|  | Total Fee  | Total t                    | his Task                          |                                   | 0.00<br>0.00         |
| Task XP Expenses   |  |                            |                                   |                                   |                      |
| Consultants<br>EARTHWORK SERVICES, INC.<br>Total Consultants   |  |                            | • • •                             | 5.00<br><b>5.00</b>               | 645.00               |
| Expenses<br>Permits<br>Total Expenses  |  | 1.0 times                  | 1,150<br><b>1,150</b>             |                                   | ,150.00              |
|  |  | Total t                    | his Task                          | \$1                               | ,795.00              |
|  | Invo   | ice Total thi              | s Period                          | \$5                               | ,081.00              |
| Outstanding InvoicesDateNumberDate02039968/3/2022TotalValue  | <b>Balance</b><br>2,500.00<br><b>2,500.00</b>          |                            |                                   |                                   |                      |

England-Thims & Miller, Inc. ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road • Jacksonville, Roida 32258 • Iel 904-642-8990 • fax 904-646-8485 CA-0002584 LC-0000316

#### REQUISITION NO. 70 SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

#### \$8,250,000 CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND SERIES

2021 (Assessment Area 2, Phase 3B)

A/C 226000005

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Nineth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 70

(B) Name of Payee:

ETM First Citizens ABA Routing #053100300 Jacksonville, FL Account # - England, Thims & Miller, Inc.

- (C) Amount Payable: Total: \$720.50
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable: Master Site Planning (WA #51) Invoice 204488 (Aug 2022)

(E) Fund or Account from which disbursement to be made:

#### Capital Improvement and Refunding Revenue Bond Series 2021 (Assessment Area 2, Phase 3B)

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 Phase 1 Acquisition and Construction Account;
- 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 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 of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_\_\_

Chairperson, Board of Supervisors

#### CONSULTING ENGINEER'S APPROVAL

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

September 21, 2022

| ETT VISION • EXPERIENCE • RESULTS |  |
|-----------------------------------|--|
|                                   |  |

Six Mile Creek Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

| August 31, 2022 |             |
|-----------------|-------------|
| Project No:     | 20291.00000 |
| Invoice No:     | 0204448     |

# Project 20291.00000 Master Site Planning (WA#51) Professional Services rendered through August 27, 2022

Task01Master Site PlanningProfessional Personnel

|                 |                   |          | Hours   | Rate             | Amount    |          |  |
|-----------------|-------------------|----------|---------|------------------|-----------|----------|--|
| Enginee         | ering/Landscape D | esigner  |         |                  |           |          |  |
| Shu             | milov, Marat      | 8/6/2022 | 5.50    | 131.00           | 720.50    |          |  |
|                 | Totals            |          | 5.50    | )                | 720.50    |          |  |
|                 | Total Lab         | or       |         |                  |           | 720.50   |  |
|                 |                   |          | Current | Prior            | To-Date   |          |  |
| Total Bi        | llings            |          | 720.50  | 18,869.75        | 19,590.25 |          |  |
| Bud             | •                 |          |         |                  | 25,000.00 |          |  |
|                 | naining           |          |         |                  | 5,409.75  |          |  |
|                 |                   |          |         | Total th         | nis Task  | \$720.50 |  |
| <b></b><br>Task |                   | Expenses |         |                  |           |          |  |
|                 |                   |          |         | Total th         | nis Task  | 0.00     |  |
|                 |                   |          | In      | voice Total this | Period    | \$720.50 |  |
|                 |                   |          |         |                  |           |          |  |

England Thims & Miller, Inc.

ENGINEERS + PLANNERS + SURVEYORS + GIS + LANDSCAFE ARCHITECTS 14775 Old St. Augustine Road + Jecksonville, Plorids 2258 + tol 904 + 642 4990 + tox 904 + 645 445 CA-00002584 LC-0000316



Teresa Viscarra Six Mile Creek Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

| 21350.00000 |
|-------------|
| 0204488     |
|             |

| Project        | 21350.00000          | Six Mile Creek CDD - East Parcel Phase 3 (WA#59) |
|----------------|----------------------|--|
| Professional S | Services rendered th | rough August 27, 2022                            |

| Task     | 01           | Site Plans Revisions |           |          |      |
|----------|--------------|----------------------|-----------|----------|------|
|          |              | Current              | Prior     | To-Date  |      |
| Total Bi | llings       | 0.00                 | 7,500.00  | 7,500.00 |      |
| Cor      | ntract Limit |                      |           | 7,500.00 |      |
|          |              |                      | Total thi | s Task   | 0.00 |
|          |              |                      |           |          |      |
| Task     | 02-07        | Lump Sum Services    |           |          |      |

| Task                         |                                  |               | Contract<br>Amount                    | Percent<br>Complete | Earned<br>To Date | Previously<br>Billed | Current<br>Billed |
|------------------------------|----------------------------------|---------------|---------------------------------------|---------------------|-------------------|----------------------|-------------------|
| 2.MD                         | P Modification                   |               | 9,375.00                              | 100.00              | 9,375.00          | 9,375.00             | 0.00              |
| 3.Co                         | nstruction Plan P                | reparation    | 103,125.00                            | 95.00               | 97,968.75         | 97,968.75            | 0.00              |
| 4.Lar                        | 4.Landscape Design (Code Design) |               |                                       | 95.00               | 8,787.50          | 8,787.50             | 0.00              |
| 5.SJC & SJCUD Plan Approval  |                                  |               | 12,500.00                             | 75.00               | 9,375.00          | 0.00                 | 9,375.00          |
| 6.FDEP Water & Sewer Permits |                                  |               | 5,000.00                              | 0.00                | 0.00              | 0.00                 | 0.00              |
| 7.SJI                        | RWMD ERP                         |               | 24,000.00                             | 75.00               | 18,000.00         | 18,000.00            | 0.00              |
| Total F                      | ee                               |               | 163,250.00                            |                     | 143,506.25        | 134,131.25           | 9,375.00          |
|                              |                                  |               | Total Fee                             |                     |                   | 9,3                  | 75.00             |
|                              |                                  |               |                                       | Total               | this Task         | \$9,3                | 375.00            |
| Task                         | 08                               | Site Plan Rev | risions                               |                     |                   |                      |                   |
| Total F                      | ee                               | 3,750.        | 00                                    |                     |                   |                      |                   |
| Percer                       | t Complete                       | 100.          | 00 Total Earned                       |                     | 3,750             | 0.00                 |                   |
|                              |                                  |               | Previous Fee B                        | illina              | 3,750             |                      |                   |
|                              |                                  |               | Current Fee Bill                      | •                   |                   | 0.00                 |                   |
|                              |                                  |               | Total Fee                             | 0                   |                   |                      | 0.00              |
|                              |                                  |               |                                       | Total               | this Task         |                      | 0.00              |
| <b></b> _                    | 09                               | Construction  | – – – – – – – – – – – – – – – – – – – |                     |                   |                      |                   |

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485

CA-00002584 LC-0000316

|            | Total Fee                | 8,500.00 |   |                   |                          |             |
|------------|--------------------------|----------|---|-------------------|--------------------------|-------------|
|            | Percent Complete         | 100.00   | Total Earned<br>Previous Fee Billing<br>Current Fee Billing |                   | 500.00<br>500.00<br>0.00 | 0.00        |
|            |                          |          | Total Fee   |                   |                          | 0.00        |
|            |                          |          |   | Total this Task   |                          | 0.00        |
| Tas<br>Cor | sk XP Expe               | nses     |   |                   |                          |             |
|            | EARTHWORK SERVICES, INC. |          |   |                   | 750.00                   |             |
|            | Total Consultant         | S        |   |                   | 750.00                   | 750.00      |
|            |                          |          |   | Total this Task   |                          | \$750.00    |
|            |                          |          | Invoice   | Total this Period |                          | \$10,125.00 |
| Out        | tstanding Invoices       |          |   |                   |                          |             |
|            | Number                   | Date     | Balance   |                   |                          |             |
|            | 0204027                  | 8/4/2022 | 23,228.75   |                   |                          |             |

23,228.75

Total

England-Thims & Miller, Inc. ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road • Jacksonville, Roida 32258 • Iel 904-642-8990 • fax 904-646-8485 CA-0002584 LC-0000316

# EarthworkServices Ing.

PO Box 640 1116 1st St. Cosmopolis, WA 98537 Phone: (360) 533-2007 Fax: (360) 533-1618 Email: earthwork@earthworkservices.com Web: www.earthworkservices.com

Earthwork Services Job/Invoice#: 42575

Invoice For Job: Trailmark E. Parcel PH3, Pile Removed

Job/PO #: Contact: Scott Wild For: ETM, Inc. Street: 14775 St. Augustine Rd. City: Jacksonville State: FL Zip Code: 32258

Date: August 16, 2022

| Item   | Quantity/Hrs | Rate     | Total   |
|--|--------------|----------|---------|
| CPU Time   | 0.5          | \$105/HR | \$52.50 |
| Additional Work  |              | \$105/HR | \$0.00  |
| Permanent Data Archiving and Storage/Related Clerical Processing | 9            |          |         |
| Take-Off Total   |              |          | \$52.50 |
| Contractor Split   |              |          |         |
| Printing and Shipping Plots                                      |              | \$25/EA  |         |
| 3D Drive-Thru  |              | \$35     | *       |
| Pick Up/ Delivery  |              |          |         |
| Balance Due  |              |          | \$52.50 |

Balance Due Within 10 days of Invoice Date.

Checks should be made payable to Earthwork Services Inc. and include our job #. If you need any additional information or have any questions please call (360) 533-2007. Thank you.

We accept credit cards via PayPal. We can email you an invoice link to pay with your credit/debit card, or through your PayPal account.

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Earthwork Services Job/Invoice#: 42525

Invoice For Job: Trailmark East Parcel PH3

Job/PO #: Contact: Scott Wild For: ETM, Inc. Street: 14775 St. Augustine Rd. City: Jacksonville State: FL Zip Code: 32258

Date: August 4, 2022

| Item   | Quantity/Hrs | Rate     | Total    |
|--|--------------|----------|----------|
| CPU Time   | 6.5          | \$105/HR | \$682.50 |
| Additional Work  |              | \$105/HR | \$0.00   |
| Permanent Data Archiving and Storage/Related Clerical Processing |              |          | \$15.00  |
| Take-Off Total   |              |          | \$697.50 |
| Contractor Split   |              |          |          |
| Printing and Shipping Plots                                      |              | \$25/EA  |          |
| 3D Drive-Thru  |              | \$35     |          |
| Pick Up/ Delivery  |              |          |          |
| Balance Due  |              |          | \$697.50 |

Balance Due Within 10 days of Invoice Date.

Checks should be made payable to Earthwork Services Inc. and include our job #. If you need any additional information or have any questions please call (360) 533-2007. Thank you.

We accept credit cards via PayPal. We can email you an invoice link to pay with your credit/debit card, or through your PayPal account.



Teresa Viscarra Six Mile Creek Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

| August 31, 2022 |             |
|-----------------|-------------|
| Project No:     | 21363.00000 |
| Invoice No:     | 0204489     |

Amount

 Project
 21363.00000
 Six Mile Creek CDD - Phase 13 Construction Documents (WA#60)

 Professional Services rendered through August 27, 2022

| Task       | 01             | Site Plan Revisions |       |
|------------|----------------|---------------------|-------|
| Profession | al Personnel   |                     |       |
|            |                |                     | Hours |
| Enginee    | ering/Landscap | e Designer          |       |
| Sim        | onelli, Dino   | 7/9/2022            | 1.00  |

|                     |           |         | Total this Task   |       | 0.00     |         |
|---------------------|-----------|---------|-------------------|-------|----------|---------|
| Adjustment          |           |         |                   |       |          | -857.00 |
| Contract Limit      |           |         |                   |       | 7,500.00 |         |
| Total Billings      |           | 857.00  | 7,50              | 0.00  | 8,357.00 |         |
|                     |           | Current | F                 | Prior | To-Date  |         |
| Total Labor         |           |         |                   |       |          | 857.00  |
| Totals              |           | 7.0     | 0                 |       | 857.00   |         |
| Jeter, Matthew      | 8/27/2022 | 3.0     | 0 12              | 1.00  | 363.00   |         |
| Jeter, Matthew      | 8/20/2022 | 3.0     | 0 12 <sup>-</sup> | 1.00  | 363.00   |         |
| CADD/GIS Technician |           |         |                   |       |          |         |
| Simonelli, Dino     | 7/9/2022  | 1.0     | 0 13 <sup>-</sup> | 1.00  | 131.00   |         |

Rate

Task

02-08

09

Lump Sum Services

| Task                              | Contract<br>Amount | Percent<br>Complete | Earned<br>To Date | Previously<br>Billed | Current<br>Billed |
|-----------------------------------|--------------------|---------------------|-------------------|----------------------|-------------------|
| 2. MDP Modification               | 9,375.00           | 100.00              | 9,375.00          | 9,375.00             | 0.00              |
| 3. Construction Plan Preparation  | 107,500.00         | 90.00               | 96,750.00         | 96,750.00            | 0.00              |
| 4. Lift Station Design            | 19,000.00          | 90.00               | 17,100.00         | 17,100.00            | 0.00              |
| 5. Landscape Design (Code Design) | 9,700.00           | 0.00                | 0.00              | 0.00                 | 0.00              |
| 6. SJC & SJCUD Plan Approval      | 12,500.00          | 0.00                | 0.00              | 0.00                 | 0.00              |
| 7. FDEP Water & Sewer Permits     | 5,000.00           | 0.00                | 0.00              | 0.00                 | 0.00              |
| 8. SJRWMD ERP                     | 24,000.00          | 75.00               | 18,000.00         | 18,000.00            | 0.00              |
| Total Fee                         | 187,075.00         |                     | 141,225.00        | 141,225.00           | 0.00              |
|                                   | Total Fee          |                     |                   |                      | 0.00              |
|                                   |                    | Total               | this Task         |                      | 0.00              |

Site Plan Revisions- Amd.1

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485

| Total Fee   | 3,750.00           |   |                  |                            |            |
|---|--------------------|---|------------------|----------------------------|------------|
| Percent Complete  | 100.00             | Total Earned<br>Previous Fee Billing<br>Current Fee Billing<br><b>Total Fee</b> |                  | 750.00<br>750.00<br>0.00   | 0.00       |
|   |                    |   | Total this Task  |                            | 0.00       |
| Task 10   | Construction Pla   | n Modification- Amd.  | <br>1            |                            |            |
| Total Fee   | 12,500.00          |   |                  |                            |            |
| Percent Complete  | 47.076             | Total Earned<br>Previous Fee Billing<br>Current Fee Billing<br><b>Total Fee</b> | 3,7              | 884.50<br>750.00<br>134.50 | 2,134.50   |
|   |                    |   | Total this Task  |                            | \$2,134.50 |
| Task 11   | Lift Station Desig | gn Modification- Amd.   | No 1             |                            |            |
| Total Fee   | 3,800.00           |   |                  |                            |            |
| Percent Complete  | 0.00               | Total Earned<br>Previous Fee Billing<br>Current Fee Billing<br><b>Total Fee</b> |                  | 0.00<br>0.00<br>0.00       | 0.00       |
|   |                    |   | Total this Task  |                            | 0.00       |
| Task XP<br>Consultants<br>EARTHWORK SERVICES,<br>Total Cons |                    |   |                  | 750.00<br><b>750.00</b>    | 750.00     |
| Expenses  |                    |   |                  |                            |            |
| Delivery / Messenger Svc<br>Total Expe                      | enses              | 1.0   | 0 times          | 37.85<br><b>37.85</b>      | 37.85      |
|   |                    |   | Total this Task  |                            | \$787.85   |
|   |                    | Invoice 1   | otal this Period |                            | \$2,922.35 |

England - Thims & Miller, Inc. ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road • ackstownille, Ronda 32255 • Hel 604-842-8990 • Kax 904-846-9485 CA-00002584 LC-0000316

# EarthworkServices Ing.

PO Box 640 1116 1st St. Cosmopolis, WA 98537 Phone: (360) 533-2007 Fax: (360) 533-1618 Email: earthwork@earthworkservices.com Web: www.earthworkservices.com

Earthwork Services Job/Invoice#: 42582

Invoice For Job: Trailmark PH13, Pond Removed

Job/PO #: Contact: Scott Wild For: ETM, Inc. Street: 14775 St. Augustine Rd. City: Jacksonville State: FL Zip Code: 32258

Date: August 17, 2022

| Item   | Quantity/Hrs | Rate     | Total   |
|--|--------------|----------|---------|
| CPU Time   | 0.5          | \$105/HR | \$52.50 |
| Additional Work  |              | \$105/HR | \$0.00  |
| Permanent Data Archiving and Storage/Related Clerical Processing | 9            |          |         |
| Take-Off Total   |              |          | \$52.50 |
| Contractor Split   |              |          |         |
| Printing and Shipping Plots                                      |              | \$25/EA  |         |
| 3D Drive-Thru  |              | \$35     |         |
| Pick Up/ Delivery  |              |          |         |
| Balance Due  |              |          | \$52.50 |

Balance Due Within 10 days of Invoice Date.

Checks should be made payable to Earthwork Services Inc. and include our job #. If you need any additional information or have any questions please call (360) 533-2007. Thank you.

We accept credit cards via PayPal. We can email you an invoice link to pay with your credit/debit card, or through your PayPal account.

# EarthworkServices Ing.

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Earthwork Services Job/Invoice#: 42528

Invoice For Job: Trailmark PH13

Job/PO #: Contact: Scott Wild For: ETM, Inc. Street: 14775 St. Augustine Rd. City: Jacksonville State: FL Zip Code: 32258

Date: August 4, 2022

| Item   | Quantity/Hrs | Rate     | Total    |
|--|--------------|----------|----------|
| CPU Time   | 6.5          | \$105/HR | \$682.50 |
| Additional Work  |              | \$105/HR | \$0.00   |
| Permanent Data Archiving and Storage/Related Clerical Processing |              |          | \$15.00  |
| Take-Off Total   |              |          | \$697.50 |
| Contractor Split   |              |          |          |
| Printing and Shipping Plots                                      |              | \$25/EA  |          |
| 3D Drive-Thru  |              | \$35     |          |
| Pick Up/ Delivery  |              |          |          |
| Balance Due  |              |          | \$697.50 |

Balance Due Within 10 days of Invoice Date.

Checks should be made payable to Earthwork Services Inc. and include our job #. If you need any additional information or have any questions please call (360) 533-2007. Thank you.

We accept credit cards via PayPal. We can email you an invoice link to pay with your credit/debit card, or through your PayPal account.

#### REQUISITION NO. 71 SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

#### \$8,250,000 CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND SERIES 2021 (Assessment Area 2, Phase 3B) A/C 226000005

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Nineth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 71

(B) Name of Payee:

ETM First Citizens ABA Routing #053100300 Jacksonville, FL Account # - England, Thims & Miller, Inc.

(C) Amount Payable: Total: \$8,586.94

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable: Trailmark East Parcel Phase 2 (WA#50) Invoice 204498 (Aug 2022)

(E) Fund or Account from which disbursement to be made:

#### Capital Improvement and Refunding Revenue Bond Series 2021 (Assessment Area 2, Phase 3B)

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 Phase 1 Acquisition and Construction Account;
- 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 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 of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_\_\_

Chairperson, Board of Supervisors

#### **CONSULTING ENGINEER'S APPROVAL**

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

September 21, 2022



Teresa Viscarra Six Mile Creek Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

| August 31, 2022 |             |
|-----------------|-------------|
| Project No:     | 21407.00000 |
| Invoice No:     | 0204498     |

### Project 21407.00000 TrailMark East Parcel - Phase 2 CEI (WA#61)

Professional Services rendered through August 27, 2022Task01CEI Services

Professional Personnel

|                            |           | Hours | Rate   | Amount   |          |  |
|----------------------------|-----------|-------|--------|----------|----------|--|
| Principal - Vice President |           |       |        |          |          |  |
| Williams, Buckley          | 8/6/2022  | .25   | 257.00 | 64.25    |          |  |
| Engineer                   |           |       |        |          |          |  |
| Bolatete, Nicole           | 8/13/2022 | 2.50  | 165.00 | 412.50   |          |  |
| Bolatete, Nicole           | 8/27/2022 | .50   | 165.00 | 82.50    |          |  |
| Menyhart, Nicholas         | 8/13/2022 | 2.00  | 165.00 | 330.00   |          |  |
| Menyhart, Nicholas         | 8/20/2022 | 1.00  | 165.00 | 165.00   |          |  |
| Project Manager            |           |       |        |          |          |  |
| Brecht, John               | 8/13/2022 | 2.25  | 190.00 | 427.50   |          |  |
| CEI Project Manager        |           |       |        |          |          |  |
| Donchez, James             | 8/6/2022  | .50   | 175.00 | 87.50    |          |  |
| Donchez, James             | 8/20/2022 | .50   | 175.00 | 87.50    |          |  |
| Donchez, James             | 8/27/2022 | .50   | 175.00 | 87.50    |          |  |
| CEI Inspector              |           |       |        |          |          |  |
| <br>Lanh, Pong             | 8/6/2022  | 8.50  | 125.00 | 1,062.50 |          |  |
| Lanh, Pong                 | 8/13/2022 | 4.50  | 125.00 | 562.50   |          |  |
| Lanh, Pong                 | 8/20/2022 | 4.00  | 125.00 | 500.00   |          |  |
| Lanh, Pong                 | 8/27/2022 | 4.00  | 125.00 | 500.00   |          |  |
| CADD/GIS Technician        |           |       |        |          |          |  |
| Watkins, Elisabeth         | 8/13/2022 | 6.00  | 125.00 | 750.00   |          |  |
| Adminstrative Support      |           |       |        |          |          |  |
| Toney, Cara                | 8/20/2022 | 10.00 | 90.00  | 900.00   |          |  |
| Toney, Cara                | 8/27/2022 | 3.00  | 90.00  | 270.00   |          |  |
| Senior Engineer            |           |       |        |          |          |  |
| Hutchinson, Paul           | 8/13/2022 | .50   | 205.00 | 102.50   |          |  |
| Hutchinson, Paul           | 8/27/2022 | 1.00  | 205.00 | 205.00   |          |  |
| Totals                     |           | 51.50 |        | 6,596.75 |          |  |
| Total Labor                |           |       |        |          | 6,596.75 |  |
|                            |           |       |        |          |          |  |

England - Thins & Miller, Inc. ENGINEERS • PLAVNERS • SURVEYORS • GIS • LAADSCAPE ARCHITECTS 14775 CM St. Augustine Road • 4250000016 - 1429 CH-646 9465 CA-00002561 LC-0000316

|                   | illings<br>ntract Limit<br>maining |                | Current<br>6,596.75 | <b>Prior</b><br>43,628.75 | <b>To-Date</b><br>50,225.50<br>71,712.00<br>21,486.50 |            |
|-------------------|------------------------------------|----------------|---------------------|---------------------------|---|------------|
|                   |                                    |                |                     | Total ti                  | his Task  | \$6,596.75 |
| Task              | 02                                 | Progress Meeti | ngs                 |                           |   |            |
| Profession        | nal Personnel                      |                |                     |                           |   |            |
|                   |                                    |                | Hours               | Rate                      | Amount  |            |
|                   | al - Vice President                |                |                     |                           |   |            |
|                   | d, Scott                           | 8/6/2022       | 1.00                | 257.00                    | 257.00  |            |
|                   | d, Scott                           | 8/20/2022      | 1.00                | 257.00                    | 257.00  |            |
| Wil               | d, Scott                           | 8/27/2022      | 2.00                | 257.00                    | 514.00  |            |
| Engine            |                                    |                |                     |                           |   |            |
|                   | nyhart, Nicholas                   | 8/6/2022       | 2.00                | 165.00                    | 330.00  |            |
|                   | nyhart, Nicholas                   | 8/20/2022      | 1.50                | 165.00                    | 247.50  |            |
| -                 | Manager                            |                |                     |                           |   |            |
|                   | echt, John                         | 8/6/2022       | 1.00                | 190.00                    | 190.00  |            |
|                   | echt, John                         | 8/20/2022      | 1.50                | 190.00                    | 285.00  |            |
|                   | Engineer                           |                |                     |                           |   |            |
|                   | tchinson, Paul                     | 8/6/2022       | 1.00                | 205.00                    | 205.00  |            |
| Hut               | tchinson, Paul                     | 8/20/2022      | 2.00                | 205.00                    | 410.00  |            |
|                   | Totals                             |                | 13.00               |                           | 2,695.50  |            |
|                   | Total Lab                          | or             |                     |                           |   | 2,695.50   |
|                   |                                    |                | Current             | Prior                     | To-Date   |            |
| Total B           | illinas                            |                | 2,695.50            | 14,112.00                 | 16,807.50   |            |
|                   | ntract Limit                       |                | 2,000.00            | 14,112.00                 | 14,112.00   |            |
|                   | justment                           |                |                     |                           | 14,112.00   | -2,695.50  |
|                   | Juotinoni                          |                |                     |                           |   | -          |
|                   |                                    |                |                     | Total t                   | his Task  | 0.00       |
| <b></b> -<br>Task | 03                                 |                | ted Plan Revision   |                           |   |            |
|                   | nal Personnel                      | Owner Reques   | ted Fian Revision   |                           |   |            |
|                   |                                    |                | Hours               | Rate                      | Amount  |            |
| CADD/             | GIS Technician                     |                |                     |                           | ,   |            |
|                   | er, Matthew                        | 8/6/2022       | 3.00                | 125.00                    | 375.00  |            |
|                   | Totals                             |                | 3.00                |                           | 375.00  |            |
|                   | Total Lab                          | or             | 0.00                |                           | 510.00  | 375.00     |
|                   | NG-773                             |                | Comment             | Datas                     | T. D. (.  |            |
| <b>.</b>          |                                    |                | Current             | Prior                     | To-Date   |            |
| Total B           | -                                  |                | 375.00              | 9,692.25                  | 10,067.25   |            |
|                   | ntract Limit                       |                |                     |                           | 20,000.00   |            |
| Rei               | maining                            |                |                     |                           | 9,932.75  |            |
|                   |                                    |                |                     | Total t                   | his Task  | \$375.00   |
| - <b></b> -       | 04                                 | Reimbursable I |                     |                           |   |            |
| Expenses          | 01                                 | A CHING SADE I | -2001303            |                           |   |            |
| Mileage           | e                                  |                |                     |                           | 477.98  |            |
| wiieage           | 0                                  |                |                     |                           | 477.90  |            |

England - Thims & Miller, Inc. ENGINEERS - FLAVNERS - SURVEYORS - GIS - LANOSCAPE ARCHITECTS 14775 OLI SL. Auguster: Road - 8486-8485 CA-00002584 LC-000016

| Wireless Telephone<br>Total Exp               | oenses          |                   | 1.15 times               | 11.46<br><b>489.44</b>                             | 562.86     |
|---|-----------------|-------------------|--------------------------|--|------------|
| Total Billings<br>Contract Limit<br>Remaining |                 | Current<br>562.86 | <b>Prior</b><br>4,276.39 | <b>To-Date</b><br>4,839.25<br>6,000.00<br>1,160.75 | ×          |
|   |                 |                   | Total this               | s Task   | \$562.86   |
| Task 05<br>Professional Personnel             | Plat Coordinati | on                |                          |  |            |
|   |                 | Hours             | Rate                     | Amount   |            |
| Assoc. Project Manager<br>Miller, Emily       | 8/6/2022        | E 05              | 00.00                    | 170 50   |            |
| Miller, Emily                                 | 8/13/2022       | 5.25<br>.75       | 90.00<br>90.00           | 472.50<br>67.50                                    |            |
| Totals  | 0/10/2022       | 6.00              | 30.00                    | 540.00   |            |
| Total Lab                                     | or              | 0.00              |                          | 040.00   | 540.00     |
| Expenses                                      |                 |                   |                          |  |            |
| Permits                                       |                 |                   |                          | 445.50   |            |
| Total Exp                                     | Denses          |                   | 1.15 times               | 445.50   | 512.33     |
|   |                 | Current           | Prior                    | To-Date  |            |
| Total Billings                                |                 | 1,052.33          | 4,853.75                 | 5,906.08   |            |
| Contract Limit                                |                 |                   |                          | 15,000.00  |            |
| Remaining                                     |                 |                   |                          | 9,093.92   |            |
|   |                 |                   | Total this               | s Task   | \$1,052.33 |
|   |                 | Invo              | pice Total this I        | Period   | \$8,586.94 |
| Outstanding Invoices                          |                 |                   |                          |  |            |
| Number  | Date            | Balance           |                          |  |            |
| 0204198                                       | 8/8/2022        | 22,377.75         |                          |  |            |
| Total   |                 | 22,377.75         |                          |  |            |

England - Thims & Miller, Inc. ENGINEERS • PLANNERS • SURVEYORS • GIS • LLANDSCAPE ARCHITECTS 14775 Old St. Augustare Road • Astanumile, Florida s2565 • II: 504 •642 •6801 • Iax 904 •685 •9485 CA-0002564 ILC-0000316


Six Mile Creek Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771 
 September 02, 2022

 Project No:
 22260.00000

 Invoice No:
 0204591

| Project<br>Professional | 22260.00000<br>Services rendere | Services  | Š Š             | #67) Trailmark  | Phase 12 Constr | uction     |  |
|-------------------------|---------------------------------|-----------|-----------------|-----------------|-----------------|------------|--|
| Phase                   | 01.                             |           | nents & RFP Pro |                 |                 |            |  |
| Professional Personnel  |                                 |           |                 |                 |                 |            |  |
|                         |                                 |           | Hours           | Rate            | Amount          |            |  |
| Project Ma              | anager                          |           |                 |                 |                 |            |  |
| Brecht                  | , John                          | 8/13/2022 | 1.00            | 190.00          | 190.00          |            |  |
| Brecht                  | , John                          | 8/20/2022 | 1.00            | 190.00          | 190.00          |            |  |
|                         | Totals                          |           | 2.00            |                 | 380.00          |            |  |
|                         | Total Labo                      | r         |                 |                 |                 | 380.00     |  |
|                         |                                 |           | Current         | Prior           | To-Date         |            |  |
| Total Billin            | qs                              |           | 380.00          | 3,610.00        | 3,990.00        |            |  |
|                         | ated Budget                     |           |                 | ,               | 10,000.00       |            |  |
| Remai                   | -                               |           |                 |                 | 6,010.00        |            |  |
|                         |                                 |           |                 | Total this      | Phase           | \$380.00   |  |
|                         | <br>XP                          | Expenses  |                 |                 |                 |            |  |
|                         |                                 |           |                 | Total this      | Phase           | 0.00       |  |
|                         |                                 |           | Invo            | pice Total this | Period          | \$380.00   |  |
| Outstanding I           | Invoices                        |           |                 |                 |                 |            |  |
|                         | Number                          | Date      | Balance         |                 |                 |            |  |
|                         | 0204215                         | 8/8/2022  | 3,610.00        |                 |                 |            |  |
|                         | Total                           |           | 3,610.00        |                 |                 |            |  |
|                         |                                 |           |                 | Total Nov       | w Due           | \$3,990.00 |  |

England-Thimy & Miller, Inc.

ENGINEERS \* PLANNERS \* SURVEYORS \* GIS \* LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road \* Jacksonville, Florida 32258 \* tel 904-642-9980 \* tax 904-646-9485 CA-00002584 LC-0000316

|   | PLEASE RE                           |   |                |          | Invoice Date      | Invoice Number                      |
|---|-------------------------------------|---|----------------|----------|-------------------|-------------------------------------|
|   | ECS FLOR                            | DA, LLC                                 |                |          | 9/7/2022          | 1000098                             |
| EUG                                       |                                     | NDERBOLT PLAC<br>Y, VA 20151            | E, SUITE 600   |          |                   | Always Refer To<br>Above Number     |
|   |                                     | ,                                       |                |          |                   |                                     |
|   |                                     | PR                                      | OJECT NAME:    |          | k Phase 13 Ponds  |                                     |
|   |                                     |   |                | St. John | s County, FL      |                                     |
| 114.000                                   | . Gregg Kern                        |   |                |          |                   |                                     |
| c/c                                       | Scott Wild, P.E                     | mmunity Developmer<br>E England-Thims & |                |          |                   |                                     |
|   | 775 Old Saint A<br>cksonville, FL 3 |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
| 2   |                                     | IPLICATE COPY WITH                      | -              | NCE      | lease Pay         | ¢C 000 00                           |
| CUSTOMER CODE<br>35:513905                | PROJECT NO.<br>35:31076-E           | BILLED THRU DATE<br>9/3/2022            | TERMS          | Т        | his Amount:       | \$6,000.00                          |
|   | Description                         | Sector Contractor                       | Quantity Un    |          | nit Price Extensi | on Total                            |
| For Geotechnical                          | Services                            |   |                |          | Subtota           | \$6,000.00<br>al: <b>\$6,000.00</b> |
|   |                                     |   |                |          | Subiola           | al. \$0,000.00                      |
|   |                                     | Invoi                                   | ce Total - Ple | ase Ren  | nit =>            | \$6,000.00                          |
| lf you have any q                         | uestions regard                     | ling this invoice                       |                |          |                   |                                     |
| please contact C                          |                                     |   |                |          |                   |                                     |
| * BUDGET SU                               | IMMARY *                            |   |                |          |                   |                                     |
| Budget Estimate:                          |                                     | \$6,000.00                              |                |          |                   |                                     |
| Previously Invoiced<br>Amt. This Invoice: | 1:                                  | \$0.00<br>\$6,000.00                    |                |          |                   |                                     |
| Amt. Remaining:                           |                                     | \$0.00                                  |                |          |                   |                                     |
| DOD                                       |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |
|   |                                     |   |                |          |                   |                                     |

# KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

September 4, 2022

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # Reference: Invoice No. 3105978 Client Matter No. 18323-2

| Six Mile Creek CDD<br>Governmental Managem<br>Suite 114<br>475 West Town Place<br>St. Augustine, FL 32092 |                   | . Augustine | Invoice No. 3105978<br>18323-2   |  |
|---|-------------------|-------------|--|--|
| Re: Six Mile Creek C  | CDD - Project Con | struction   |  |  |
| For Professional Legal S  | ervices Rendered  |             |  |  |
| 07/14/22 W. Haber   | 0.50              | 117.50      | Review and revise resolution<br>ratifying Phase 12 RFP; confer with<br>Sweeting regarding same |  |
| TOTAL HOURS   | 0.50              |             |  |  |
| TOTAL FOR SERVICE   | S RENDERED        |             | \$117.50   |  |
| TOTAL CURRENT AMOUNT DUE\$117.50  |                   |             |  |  |
| UNPAID INVOICES:  |                   |             |  |  |
| July 31, 2022   | Invoice No        | o. 3083134  | 438.50   |  |
| TOTAL DUE   |                   |             | <u>\$556.00</u>  |  |

# REQUISITION NO. 73 SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

# \$8,250,000 CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND SERIES 2021 (Assessment Area 2, Phase 3B) A/C 226000005

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Nineth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 73

| (B) | Name of Payee: | Onsight Industries     |
|-----|----------------|------------------------|
|     |                | 900 Central Park Drive |
|     |                | Sanford, FL 32771-6634 |

- (C) Amount Payable: Total: \$19,436.25
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable: Trailmark Phase EP2 Street Signs – Invoice 002-22-319567-1 (Aug 2022)
- (E) Fund or Account from which disbursement to be made:

# Capital Improvement and Refunding Revenue Bond Series 2021 (Assessment Area 2, Phase 3B)

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 Phase 1 Acquisition and Construction Account;
- 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 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 of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_

Chairperson, Board of Supervisors

# CONSULTING ENGINEER'S APPROVAL

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

September 21, 2022



# INVOICE 002-22-319567-1

# DUE UPON RECEIPT

9/7/2022

\$19,436.25

AMOUNT ENCLOSED

DATE

BALANCE

\$

SIX MILE CREEK CDD SIX MILE CREEK CDD TRAILMARK 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE FL 32092

MAKE CHECKS PAYABLE TO:

ONSIGHT INDUSTRIES. LLC. 900 CENTRAL PARK DR. SANFORD, FL 32771-6634

Invoice Questions? Please call 407.830.8861 or email billing@onsightindustries.com PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

| NVOICE: 002-22-319567-1 9/7/2022  | PROJECT DETAIL - PAGE 1  |                   |        |            |
|---|--|-------------------|--------|------------|
| OCENTRAL PARK DR., SANFORD, FL 32771-6634<br>407.830.8861 • F: 407.830.5569                   | LOCATION TRAILMARK<br>PROJECT NAME PHASE EP2 STREET SIGNS<br>CLIENT PO | ORDERED BY JOE CO | RNELIS | ON         |
| CHARGES   |  | PRICE EACH        | QTY    | TOTAL      |
| 1 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENS<br>(A) CUSTOM STOP SIGN ONLY WITH BACKER            |  | \$668.35          | 2      | \$1,336.70 |
| 2 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENS<br>(B) CUSTOM SPEED LIMIT SIGN W/BACKER -           |  | \$690.35          | 1      | \$690.35   |
| 3 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENS<br>(C) - PEDESTRIAN CROSSING W/ARROW COM<br>PAINTED | · · · ·  | \$798.30          | 6      | \$4,789.80 |
| 4 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENS<br>(D) - PEDESTRIAN CROSSING W/AHEAD COM<br>PAINTED |  | \$798.30          | 6      | \$4,789.80 |
| 5 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENS<br>(E) - ROAD CLOSED SIGN PACKAGE WITH (2)          |  | \$451.00          | 2      | \$902.00   |
| 6 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENS<br>(F) - OBJECT MARKER SIGN PACKAGE - UCH           | 20 24432   | \$168.00          | 6      | \$1,008.00 |
|   |  |                   |        |            |

# Thank you for your business!

Visit us online at www.onsightindustries.com

WARNING! FRAUDULENT EMAIL ACTIVITY - PLEASE BE ADVISED THAT CRIMINALS ARE BECOMING INCREASINGLY ACTIVE AND SUCCESSFUL AT INTERCEPTING, ALTERING AND DIVERTING ONLINE COMMUNICATIONS. THESE DECEPTIONS ARE SOPHISTICATED AND VERY DIFFICULT TO DETECT. EMAIL MESSAGES ARE NOT A SECURE OR TRUSTED METHOD OF COMMUNICATION. ANY EMAIL CONTENT FROM ONSIGHT INDUSTRIES LLC THAT CONTAIN INSTRUCTIONS, REQUESTS OR ADVICE THAT COULD HAVE A FINANCIAL OR OTHERWISE CRITICAL IMPACT SHOULD BE INDEPENDENTLY VERIFIED. THIS CAN BE DONE BY CONTACTING AN AUTHORIZED REPRESENTATIVE OF THE COMPANY USING CORPORATE CONTACT INFORMATION FROM A TRUSTED PRIVATE OR PUBLIC SOURCE.

| INVOICE: 002-22-319567-1 9/7/2022   | PROJECT DETAIL - PAGE 2   |                        |        |               |
|---|---|------------------------|--------|---------------|
| 900 CENTRAL PARK DR., SANFORD, FL 32771-6634<br>P: 407.830.8861 • F: 407.830.5569 | LOCATION TRAILMARK<br>PROJECT NAME PHASE EP2 STREET SIGN<br>CLIENT PO | S<br>ORDERED BY JOE CO | RNELIS | ON            |
| CHARGES   |   | PRICE EACH             | QTY    | TOTAL         |
| 7 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENS   | ITY GRADE, CUSTOM, .8, 1 SIDED  | \$986.60               | 6      | \$5,919.60    |
| (1,2,3,4,5,6) DUAL STREET BLD/STOP COMBO<br>POST) - FIXED CROSS BLADE/ROUND BLADE |   |                        |        |               |
|   |   | SUB                    | -TOTAL | : \$19,436.25 |
|   |   |                        |        | TAX: \$.00    |
|   |   |                        | TOTAL  | : \$19,436.25 |

# BALANCE DUE: \$19,436.25

1

# Thank you for your business!

Visit us online at www.onsightindustries.com

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# **REQUISITION NO. 154**

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

# \$10,150,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021 (ASSESSMENT AREA 3, PHASE 1)

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Eighth Supplemental Trust Indenture, dated as of February 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 154

| (B) | Name of Payee: | <b>Onsight Industries, LLC</b> |
|-----|----------------|--------------------------------|
|     |                | 900 Central Park Dr            |
|     |                | Sanford, FL 32771-6634         |

- (C) Amount Payable: Total: \$2,348.20
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payablApe pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Phase 9B Street Signs Invoice 002-22-323124-1 (Aug 2022)
- (E) Fund or Account from which disbursement to be made: Phase 1 Acquisition and Construction Account – Assessment Area 3, Phase 1

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 Phase 1 Acquisition and Construction Account;
- 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 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 of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

# SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_\_

Chairperson, Board of Supervisors

# CONSULTING ENGINEER'S APPROVAL

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

September 21, 2022

| SIX MILE CREEK CDD<br>SIX MILE CREEK CDD TRAILMARK<br>475 WEST TOWN PLACE |
|---|
| SUITE 114   |
| ST AUGUSTINE FL 32092   |

MAKE CHECKS PAYABLE TO:

ONSIGHT INDUSTRIES. LLC. 900 CENTRAL PARK DR. SANFORD, FL 32771-6634

Invoice Questions? Please call 407.830.8861 or email billing@onsightindustries.com

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

| INVOICE: 002-22-323124-1 9/7/2022   | PROJECT DETAIL - PAGE 1   |                   |        |               |
|---|---|-------------------|--------|---------------|
| 00 CENTRAL PARK DR., SANFORD, FL 32771-6634<br>: 407.830.8861 • F: 407.830.5569 | LOCATION TRAILMARK<br>PROJECT NAME PHASE 9B STREET SIGNS<br>CLIENT PO | ORDERED BY JOE CC | RNELIS | ON            |
| CHARGES   |   | PRICE EACH        | QTY    | TOTAL         |
| 1 LABOR / INSTALLATION, INSTALL, JACKSON  | /ILLE, LOCAL 30-45  | \$375.00          | 1      | \$375.00      |
| INSTALLATION COMPLETE AS PER WORK ORE   | DER   |                   |        |               |
| 2 STREET SIGNAGE, TRAFFIC SIGN, HI-INTENSI                                      | TY GRADE, CUSTOM, .8, 1 SIDED   | \$986.60          | 2      | \$1,973.20    |
| (1,2) CUSTOM DUAL STREET BLADE/STOP CO<br>CROSS BLADE AND ROUND BLADE HOLDERS   |   |                   |        |               |
|   |   | SU                | Β-ΤΟΤΑ | L: \$2,348.20 |
|   |   |                   |        |               |
|   |   |                   |        | TAX: \$.00    |

# BALANCE DUE: \$2,348.20

WORK COMPLETED

COMPLETED - INSTALL CUSTOM STOP COMBO STREET SIGNS PER SITEMAP

# Thank you for your business!

Visit us online at www.onsightindustries.com

WARNING! FRAUDULENT EMAIL ACTIVITY - PLEASE BE ADVISED THAT CRIM NALS ARE BECOM NG INCREASINGLY ACTIVE AND SUCCESSFUL AT INTERCEPTING, ALTERING AND DIVERTING ONLINE COMMUNICATIONS. THESE DECEPTIONS ARE SOPHISTICATED AND VERY DIFFICULT TO DETECT. EMAIL MESSAGES ARE NOT A SECURE OR TRUSTED METHOD OF COMMUNICATION. ANY EMA L CONTENT FROM ONSIGHT INDUSTRIES LLC THAT CONTAIN INSTRUCTIONS, REQUESTS OR ADVICE THAT COULD HAVE A F NANCIAL OR OTHERWISE CRITICAL MPACT SHOULD BE INDEPENDENTLY VER FIED. THIS CAN BE DONE BY CONTACTING AN AUTHORIZED REPRESENTATIVE OF THE COMPANY US NG CORPORATE CONTACT NFORMATION FROM A TRUSTED PRIVATE OR PUBLIC SOURCE.



# **INVOICE** 002-22-323124-1

# DUE UPON RECEIPT

DATE 9/7/2022 BALANCE \$2,348.20

AMOUNT ENCLOSED

\$

# St. Johns County Application Submittal Management



# Cashier Amount Due: \$16,773.00

| Fee  |              |
|------|--------------|
| CLR  | View Receipt |
| CPR  | View Receipt |
| FCPR | View Receipt |
| RS2  | View Receipt |
| CUPR | View Receipt |

| Date      | Time     | Note                                |  |
|-----------|----------|-------------------------------------|--|
| 9/9/2022  | 11:03 AM | Fee Email Sent to Applicant         |  |
| 9/9/2022  | 11:10 AM | APPROVED<br>printed inspectors copy |  |
| 8/29/2022 | 8:30 AM  | Fee Email Sent to Applicant         |  |

# Subdivision and Roadway Construction Plans Fee Calculation Form

These fees are based on 1/4 mile increments of infrastructure improvements, rounded up to the nearest 1/4 mile. Clearing fees are based on acres rounded up to the nearest acre. Review fees are due at plan submittal and construction inspection fees are due prior to plans approval.

| Please answer the following questions about the Project                            | Response                   | and the second of the second second |
|--|----------------------------|-------------------------------------|
| How many 1/4 miles of roadway (round up to nearest 1/4 mile)?                      |                            | 5                                   |
| How many cleared acres (round up to the nearest acre)?                             |                            | 44                                  |
| is either water and/or sewer provided by St. Johns County Utilities?               | Yes                        |                                     |
| Water provider?  | St. Johns County Utilities |                                     |
| Sewer provider?  | St. Johns County Utilities |                                     |
| Is reuse proposed?   | No                         |                                     |
| How many lift stations proposed?   |                            | 0                                   |
| Please choose the 1/4 mile dollar rate for the utilities scenario of your Project: |                            |                                     |
| If both water AND sewer provided by SJCUD AND Reuse: \$682                         |                            |                                     |
| If both water AND sewer provided by SJCUD: \$545                                   |                            |                                     |
| If only water OR sewer is provided by SJCUD: \$457                                 |                            |                                     |
| If neither water OR sewer is provided by SJCUD: \$260                              |                            | \$545.00                            |

#### Calculation of review fees:

| Fee Category  | Fee Amount |
|---|------------|
| Base Review Fee:  | \$1,397.00 |
| Review Fee per 1/4 Mile Calculations:                   | \$2,725.00 |
| Each SJCUD lift station is an additional \$493          | \$0.00     |
| Base Clearing Review Fee:                               | \$320.00   |
| Clearing Fee per Acre (\$36):                           | \$1,584.00 |
| Total Review Fee (due at construction plans submittal): | \$6,026.00 |

### Calculation of construction inspection fees:

| Fee Category   | Fee Amount  |
|--|-------------|
| Base Construction Inspection Review Fee:   | \$923.00    |
| Please choose the 1/4 mile dollar rate for the utility scenario of your Project: |             |
| If both water AND sewer provided by SJCUD AND Reuse: \$3,478                     |             |
| If both water AND sewer provided by SJCUD: \$3,170                               |             |
| If only water OR sewer is provided by SJCUD: \$2,644                             |             |
| If neither water OR sewer is provided by SJCUD: \$1,558                          | \$3,170.00  |
| Review Fee per 1/4 Mile Calculations:  | \$15,850.00 |
| Each SJCUD lift station is an additional \$823                                   | \$0.00      |
| Re-inspection Fee is \$104 (as required)   |             |
| Total Construction Inspection Fee (due prior to construction plans release):     | \$16,773.00 |

I certify that the above project information is true to the best of my knowledge.

| Signature:    | Scote S. Will | 6922 |
|---------------|---------------|------|
| Printed Name: | GLOFT A. WILD |      |

#### **Environmental Resource Solutions**

A division of SES Energy Services LLC 3550 St. Johns Bluff Road South Jacksonville, FL 32224 (904)285-1397

| Six Mile Creek CDD<br>Gregg Kern<br>475 West Town Place | Invoice number<br>Date      |       | 3919<br>3/31/2022 |                  |
|---|-----------------------------|-------|-------------------|------------------|
| Suite 114<br>St. Augustine, FL 32092                    | Project 21138.00<br>1G001.8 |       |                   |                  |
| Professional Services provided through August 31, 2022  |                             |       |                   |                  |
| Z99 PROFESSIONAL SERVICES                               |                             |       |                   |                  |
| Professional Personnel                                  |                             |       |                   |                  |
|   |                             | Units | Rate              | Billed<br>Amount |
| Environmental Scientist II                              |                             | 9.50  | 140.00            | 1,330.00         |
|   | subtotal                    |       | -                 | 1,330.00         |

East Phase 2/3 CE coordination. Phase 12 CE coordinatin.

Invoice total

1,330.00



DOODY DADDY • 904.826.9235 • DOODYDADDYJAX@GMAIL.COM • P.O. Box 600967 Jax, FL 32260

| Envera<br>8281 Blaikie Court  |   | yer at 11:07 am, A  |                | In  | voic   | e  |
|---|---|---|----------------|---|--|--|
| Sarasota, FL 34240<br>(941) 556-0743                                  | East Parce                              | I-O&M- Entry Gate   | Access Control | Invoice Number<br>718636                    | 0  | Date<br>8/24/2022                                      |
|   |   | AUG   | 2 4 2022       | Customer Number<br>300389                   | · [  | Due Date<br>0/01/2022                                  |
|   |   | BY:   | <u> </u>       | Pag   | e: 1   |  |
| Customer  | Name                                    | Customer Number   | PO Number      | Invoice Da                                  | te   | Due Date   |
| Six Mile Creek CDD  | )-The Reverie                           | 300389  |                | 08/24/2022                                  | 2  | 10/01/2022   |
| Quantity  | Description                             |   |                | Months                                      | Rate   | Amount   |
| Six Mile Creek CDD  | -The Reverie - Entra                    | ance, Pacetti Rd, Saint Au                                    | gustine, FL    |   |  |  |
| 1.00  | Add Res as of 7/31, 08/01/2022 - 09/30/ | /2022   |                | 2.00  | \$120.00                                     | \$240.00   |
|   |   | # 4<br>Additions  | h Resident     |   | Subtotal:                                    | \$240.00   |
|   | Tax                                     | 2.340   | 578 345        |   |  | \$0.00   |
|   | Payments/Credits                        | Applied   |                |   |  | \$0.00   |
| lyEnvera count as of  | 7/31/22. 12 addition                    | nal homes @ \$10.00 each                                      |                | Invoice Bala                                | nce Due:                                     | \$240.00   |
| AyEnvera count as of  | 7/31/22. 12 addition                    |   |                | Invoice Bala                                |  |  |
|   |   | nal homes @ \$10.00 each<br>Description<br>Alarm Monitoring S |                | Invoice Bala                                | Amount<br>\$240.00                           | \$240.00<br>Balance Due<br>\$240.00                    |
| Date<br>8/24/2022<br>Envera<br>281 Blaikie Court                      | Invoice #                               | Description   |                |   | Amount                                       | Balance Due<br>\$240.00                                |
| Date<br>8/24/2022<br>Envera<br>281 Blaikie Court<br>arasota, FL 34240 | Invoice #                               | Description   |                |   | <b>Amount</b><br>\$240.00                    | Balance Due<br>\$240.00                                |
| Date<br>8/24/2022<br>Envera<br>281 Blaikie Court<br>arasota, FL 34240 | Invoice #                               | Description   |                | Invoice Number<br>718636                    | Amount<br>\$240.00                           | Balance Due<br>\$240.00<br>Date<br>/24/2022            |
| Date<br>8/24/2022<br>Envera<br>281 Blaikie Court<br>arasota, FL 34240 | Invoice #                               | Description   |                | Invoice Number<br>718636<br>Customer Number | Amount<br>\$240.00                           | Balance Due<br>\$240.00<br>Date<br>/24/2022<br>ue Date |
| Date  | Invoice #                               | Description   |                | Invoice Number<br>718636                    | Amount<br>\$240.00<br>VOICE<br>08<br>D<br>10 | Balance Due<br>\$240.00<br>Date<br>/24/2022            |

APPROVED By Alex Boyer at 9:36 am, Sep 02, 2022 East Parcel-O&M Landscape contract Invoice 🐺 Tree Amigos Invoice#: 18362 Date: 08/28/2022 **Outdoor Services** Billed To: Six Mile Creek CDD Project: 20288 1408 Hamlin Ave Six Mile Creek CDD Reverie Trailmark Unit E 1408 Hamlin Ave St. Cloud FL 34771 Unit E SEP 0 2 2022 St. Cloud FL 34771

| Description                          |                               | Quantity | Price          | Ext Price  |
|--------------------------------------|-------------------------------|----------|----------------|------------|
| August Monthly Landscape Maintenance |                               | 1.00     | 5,604.67       | 5,604.67   |
| Notes:                               | H 3<br>Arg22<br>2.340.578 462 |          | Invoice Total: | \$5,604.67 |

APPROVED

By Alex Boyer at 9:30 am, Sep 07, 2022



# Invoice

Invoice#: 18398 Date: 08/31/2022

# **Outdoor Services**

Billed To: Six Mile Creek CDD 1408 Hamlin Ave Unit E St. Cloud FL 34771

| P | The second second second | 100.0 |
|---|--------------------------|-------|
| K | SEP 0 7 2022             |       |
|   |                          | L.    |

Project: 30288 Six Mile Creek CDD Reverie Trailmark O/S 1408 Hamlin Ave Unit E St. Cloud FL 34771

| Description  |                     | Quantity     | Price            | Ext Price        |
|--|---------------------|--------------|------------------|------------------|
| Repairs made during Irrigation   | n System Inspection |              |                  |                  |
| (6) Rotors<br>(1) 12" pop-ups  | #3                  | 1.00<br>1.00 | 150.00<br>25.00  | 150.00<br>25.00  |
| (3) 6" pop-ups<br>(18) Nozzies   | 2.740 578.463       | 1.00<br>1.00 | 60.00<br>72.00   | 60.00<br>72.00   |
| <ul><li>(9) Zone line repairs</li><li>(1) Single station decoder</li></ul> |                     | 1.00<br>1.00 | 225.00<br>175.00 | 225.00<br>175.00 |
| (1) Solenoid   |                     | 1.00         | 95.00            | 95.00            |
| Labor  |                     | 1.00         | 340.00           | 340.00           |

#### Notes:

Invoice Total: \$1,142.00



# Electric Bill Statement

For: Aug 5, 2022 to Sep 7, 2022 (33 days) Statement Date: Sep 7, 2022 Account Number: 04551-38016 Service Address: 16 DAYBREAK DR SAINT AUGUSTINE, FL 32092

## SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

# CURRENT BILL

\$256.69 TOTAL AMOUNT YOU OWE

Sep 28, 2022 NEW CHARGES DUE BY Pay \$196.01 instead of \$256.69 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. **FPL.com/BB** 

| (Se                        | e page 2 for bill details.) |
|----------------------------|-----------------------------|
| Total amount you owe       | \$256.69                    |
| Total new charges          | 256.69                      |
| Balance before new charges | 0.00                        |
| Payments received          | -226.92                     |
| Amount of your last bill   | 226.92                      |
| BILL SUMMAR                | Y                           |



#### KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$196.01 by your due date instead of \$256.69. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after November 28, 2022 is considered LATE; a late payment charge of 1% will apply.
- The number of days included in your bill can vary month to month. So even if you use the same amount of energy per day, your bill may be higher this month due to greater number of service days. Visit www.FPL.com for more information.

#1 2·J40·S78 47







Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Account Number: 04551-38016

| FPL.com Page 2 | 0002 | 8000 | 079888 | E001 |
|----------------|------|------|--------|------|
|----------------|------|------|--------|------|

#### METER SUMMARY

|                                 |               |         | Meter reading - M | eter ACD5597. Nex   |
|---------------------------------|---------------|---------|-------------------|---------------------|
| Amount of your last bill        |               | 226.92  | Usage Type        | Curre               |
| Payment received - Thank you    |               | -226.92 | kWh used          | 246                 |
| Balance before new charges      |               | \$0.00  | All a cou         | 210                 |
| New Charges                     |               |         | ENERGY USA        | GE COMPARIS         |
| Rate: GS-1 GENERAL SVC NON-DEMA | ND / BUSINESS |         |                   | This Month          |
| Base charge:                    | \$11.91       | I       | Service to        | Sep 7, 2022         |
| Non-fuel: (\$0.074820 per kWh)  | \$157,87      |         | kWh Used          | 2110                |
| Fuel: (\$0.038060 per kWh)      | \$80.31       |         | Service days      | 33                  |
| Electric service amount         | 250.09        |         | kWh/day           | 64                  |
| Electric service amount         | 250.09        |         | Amount            | \$256.69            |
| Gross rec. tax/Regulatory fee   | 6.60          |         |                   |                     |
| Taxes and charges               | 6.60          |         | KEEP IN MINE      | 2                   |
|                                 |               |         |                   | ges on your bill an |

| Total new charges    | \$256.69 |
|----------------------|----------|
| Total amount you owe | \$256.69 |

| Meter reading - Meter ACD5597. Next meter reading Oct 6, 2022. |         |   |          |   |       |  |  |
|--|---------|---|----------|---|-------|--|--|
| Usage Type   | Current | - | Previous | = | Usage |  |  |
| kWh used   | 24655   |   | 22545    |   | 2110  |  |  |

#### ISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 7, 2022 | Aug 5, 2022 | Sep 7, 2021 |
| kWh Used     | 2110        | 1853        | 2032        |
| Service days | 33          | 29          | 32          |
| kWh/day      | 64          | 64          | 64          |
| Amount       | \$256.69    | \$226.92    | \$206.65    |

- are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity, it is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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## Electric Bill Statement

For: Aug 5, 2022 to Sep 7, 2022 (33 days) Statement Date: Sep 7, 2022 Account Number: 23340-53333 Service Address: 255 RUSTIC MILL DR SAINT AUGUSTINE, FL 32092

## SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

# CURRENT BILL

\$180.12 TOTAL AMOUNT YOU OWE

Sep 28, 2022 NEW CHARGES DUE BY Pay \$146.67 instead of \$180.12 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. **FPL.com/BB** 

| BILL SUMMARY               |                           |
|----------------------------|---------------------------|
| Amount of your last bill   | 48.14                     |
| Payments received          | -48.14                    |
| Balance before new charges | 0.00                      |
| Total new charges          | 180.12                    |
| Total amount you owe       | \$180.12                  |
| (See                       | page 2 for bill details.) |



#### **KEEP IN MIND**

- Enroll now in FPL Budget Billing when you pay \$146.67 by your due date instead of \$180.12. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after November 28, 2022 is considered LATE; a late payment charge of 1% will apply.
- The number of days included in your bill can vary month to month. So even if you use the same amount of energy per day, your bill may be higher this month due to greater number of service days. Visit www.FPL.com for more information.

41 2.740.578.47



|    | Customer Service:<br>Outside Florida:   | (386) 252-1541<br>1-800-226-3545       |           |          | Report Power Outages:<br>Hearing/Speech Impaired:                       | 1-800-4OL<br>711 (Relay | JTAGE (468-8243)<br>Service)  |     |
|----|---|--|-----------|----------|---|-------------------------|---|-----|
| Ø. | <b>)</b>  |  | /         | 27       | 14667 1304  | 2334053                 | 333557097000  | 100 |
|    | 0003 0008 079888  |  |           |          | The amount enclosed in<br>the following donation:<br>FPL Care To Share: | in U                    | ke check payable to FPL<br>J.S. funds and mail along with<br>s coupon to: |     |
|    | SIX MILE CREEK COMMUN<br>DEVELOPMENT DISTRICT<br>C/O REVERIE<br>1408 HAMLIN AVE UNIT<br>SAINT CLOUD FL 34771- | E                                      |           |          |   |                         | PL<br>ENERAL MAIL FACILITY<br>IAMI FL 33188-0001                          |     |
|    |   | Visit FPL.com/PayBill for ways to pay. | $\square$ | 340-5333 |   | Sep 28, 20              |   | SED |



Amount of your last bill

Electric service amount

Taxes and charges

Total new charges

Total amount you owe

Gross rec. tax/Regulatory fee

New Charges

Base charge:

Non-fuel:

Fuel:

Payment received - Thank you

(\$0.074820 per kWh)

(\$0.038060 per kWh)

Balance before new charges

Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Account Number: 23340-53333

\$11.91

\$108.43

\$55.15 175.49

4.63

4.63

48.14 --48.14

\$0.00

\$180.12

\$180.12

| FPL.com Page 2 | 0004 | <b>8</b> 000 | 079888 | E001 |
|----------------|------|--------------|--------|------|
|----------------|------|--------------|--------|------|

#### METER SUMMARY

| Usage Type | Current | - | Previous | = | Usage |
|------------|---------|---|----------|---|-------|
| kWh used   | 16865   |   | 15416    |   | 1449  |

#### ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 7, 2022 | Aug 5, 2022 | Sep 7, 2021 |
| kWh Used     | 1449        | 310         | 577         |
| Service days | 33          | 29          | 32          |
| kWh/day      | 44          | 11          | 18          |
| Amount       | \$180.12    | \$48.14     | \$66.47     |

#### **KEEP IN MIND**

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#### Electric Bill Statement

For: Aug 5, 2022 to Sep 7, 2022 (33 days) Statement Date: Sep 7, 2022 Account Number: 72968-38019 Service Address: 18 WOODWIND CT SAINT AUGUSTINE, FL 32092

## SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

# CURRENT BILL

\$26.50 TOTAL AMOUNT YOU OWE

Sep 28, 2022 NEW CHARGES DUE BY Pay \$17.67 instead of \$26.50 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. **FPL.com/BB** 

| Amount of your last bill   | 26.27                     |
|----------------------------|---------------------------|
| Payments received          | -26.27                    |
| Balance before new charges | 0.00                      |
| Total new charges          | 26.50                     |
| Total amount you owe       | \$26.50                   |
| (See                       | oage 2 for bill details.) |



#### **KEEP IN MIND**

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- Payment received after November 28, 2022 is considered LATE; a late payment charge of 1% will apply.
- Your bill is subject to a minimum base bill charge. Please visit FPL.com/ rates for details.
- The number of days included in your bill can vary month to month. So even if you use the same amount of energy per day, your bill may be higher this month due to greater number of service days. Visit www.FPL.com for more information.

#1 2.346.58.43



|   | Customer Service:<br>Outside Florida:   | (386) 252-1541<br>1-800-226-3545      |   |                          | port Power Outages:<br>aring/Speech Impaired:  | 1-800-40<br>711 (Relay | UTAGE (468-8243<br>/ Service)                                     | 3)           |
|---|---|---------------------------------------|---|--------------------------|--|------------------------|---|--------------|
|   | э <b>ட</b> .  |                                       | / | 27                       | 1767 130                                       | +7296838               | 301950562   | 000000       |
|   | 0005 0008 079888  |                                       |   |                          | The amount enclosed in the following donation: | in thi                 | ake check payable to F<br>U.S. funds and mail alo<br>s coupon to: |              |
|   | SIX MILE CREEK COMMUNITY<br>DEVELOPMENT DISTRICT<br>C/O REVERIE<br>1408 HAMLIN AVE UNIT E<br>SAINT CLOUD FL 34771-858 |                                       |   |                          |  | 10.70                  | PL<br>ENERAL MAIL FA<br>IAMI FL 33188-00                          |              |
| ž |   | t FPL.com/PayBill<br>for ways to pay. |   | 068-38019<br>DUNT NUMBER | \$26.50<br>TOTAL AMOUNT YOU OWE                | Sep 28, 2              |   | INT ENCLOSED |



Amount of your last bill

New Charges

Base charge:

Non-fuel:

Fuel:

Payment received - Thank you

Balance before new charges

Minimum base bill charge:

Electric service amount

Taxes and charges

Total new charges

Total amount you owe

Gross rec. tax/Regulatory fee

(\$0.074820 per kWh)

(\$0.038060 per kWh)

Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Account Number: 72968-38019

\$11.91

\$11.88 \$1.34

\$0.69

25.82

0.68

0.68

26.27 -26.27

\$0.00

\$26.50

\$26.50

| FPL.com Page 2 | 0006 | 8000 | 079888 | E001 |
|----------------|------|------|--------|------|
|----------------|------|------|--------|------|

#### METER SUMMARY

| Usage Type | Current | - | Previous | = | Usage |
|------------|---------|---|----------|---|-------|
| kWh used   | 00217   |   | 00199    |   | 18    |

## ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 7, 2022 | Aug 5, 2022 | Sep 7, 2021 |
| kWh Used     | 18          | 13          | 21          |
| Service days | 33          | 29          | 32          |
| kWh/day      | 1           | 0           | 1           |
| Amount       | \$26.50     | \$26.27     | \$12.90     |

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#### Electric Bill Statement

For: Aug 5, 2022 to Sep 7, 2022 (33 days) Statement Date: Sep 7, 2022 Account Number: 97807-53332 Service Address: 82 BERRY BLOSSOM WAY SAINT AUGUSTINE, FL 32092

#### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

#### CURRENT BILL

\$26.11

TOTAL AMOUNT YOU OWE

Sep 28, 2022 NEW CHARGES DUE BY Pay \$17.95 instead of \$26.11 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. **FPL.com/BB** 

| BILL SUMMAR                | Y                         |
|----------------------------|---------------------------|
| Amount of your last bill   | 26.17                     |
| Payments received          | -26.17                    |
| Balance before new charges | 0.00                      |
| Total new charges          | 26.11                     |
| Total amount you owe       | \$26.11                   |
| (See                       | page 2 for bill details.) |



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2.340578.47







Amount of your last bill Payment received - Thank you

New Charges

Base charge:

Non-fuel:

Fuel:

Balance before new charges

Minimum base bill charge:

Electric service amount

Taxes and charges

Total new charges

Total amount you owe

Gross rec. tax/Regulatory fee

(\$0.074820 per kWh)

(\$0.038060 per kWh)

Customer Name: SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

**BILL DETAILS** 

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Account Number: 97807-53332

\$11.91 \$12.42

\$0.73

\$0.38

25.44

0.67

0.67

26.17

-26.17

\$0.00

\$26.11

\$26.11

#### METER SUMMARY

| Meter reading - Meter A | CD3752. Next mete | r readi | ing Oct 6, 202 | 2. |       |
|-------------------------|-------------------|---------|----------------|----|-------|
| Usage Type              | Current           | -       | Previous       | =  | Usage |
| kWh used                | 00237             |         | 00227          |    | 10    |

## ENERGY USAGE COMPARISON

|              | This Month  | Last Month  | Last Year   |
|--------------|-------------|-------------|-------------|
| Service to   | Sep 7, 2022 | Aug 5, 2022 | Sep 7, 2021 |
| kWh Used     | 10          | 11          | 14          |
| Service days | 33          | 29          | 32          |
| kWh/day      | 0           | 0           | 0           |
| Amount       | \$26.11     | \$26.17     | \$12.24     |

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5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904-562-8318 Email: mark@commfitnessproducts.co Fax: 239-938-1462

BILL

TO: Six Mile Creek (Reverie Fitness) 805 Trailmark Dr St. Augustine, FL 32092

> ATN Mike Taylor Phone (904) 323-9833 Email mtaylor@greenpointellc.com

INVOICE # F654687M-I1 Date: Aug 25, 2022

SHIP TO: Six Mile Creek (Reverie Fitness) 805 Trailmark Dr St. Augustine, FL 32092

| ATN   | Mike Taylor                |
|-------|----------------------------|
| Phone | (904) 323-9833             |
| Email | mtaylor@greenpointellc.com |

| Prepared By | P.O. Number | Ship Via | F.O.B. Point | Payment Terms        | Install Date |
|-------------|-------------|----------|--------------|----------------------|--------------|
| Mark Smilek | Will Advise | Best Way | Origin       | 50% Deposit, 50% COD |              |

| QTY | MODEL        | DESCRIPTION  | UNIT PRICE | LINE TOTAL  |
|-----|--------------|--|------------|-------------|
|     | 2            | CONCEPT 2 - MATRIX ACTIVE AGING 55+ SPECIFIC<br>PACKAGE                          |            |             |
|     |              | CARDIO - MATRIX ENDURANCE LED  |            |             |
| 3   | T-ES-LED     | Matrix Endurance LED Treadmill   | \$5,499.00 | \$16,497.00 |
| 2   | EP-ES-LED    | Matrix Endurance LED Elliptical  | \$4,095.00 | \$8,190.00  |
| 1   | S-ES-LED     | Matrix Endurance LED Stepper   | \$3,895.00 | \$3,895.00  |
| 1   | R-ES-LED     | Matrix Endurance LED Recumbent   | \$2,999.00 | \$2,999.00  |
| 1   | U-ES-LED     | Matrix Endurance LED Upright Cycle   | \$2,495.00 | \$2,495.00  |
|     |              | Optional Console Upgrades Available  |            |             |
|     |              | SubTotal   |            | \$34,076.00 |
|     |              | STRENGTH - MATRIX VERSA SELECTORIZED DUAL CIRCUIT<br>w/ Upgraded Plus + Package* |            |             |
| 1   | VS-VFT HS +  | Matrix Versa Functional Trainer Heavy Stack, 30" Storage                         | \$5,199.00 | \$5,199.00  |
| 1   | VS-FTIW      | Matrix Versa Functional Trainer Incremental Weight                               | \$99.00    | \$99.00     |
| 1   | VS-FTHP      | Matrix Versa Optional Handle Pkg; Includes:(v-bar, curl bar, ropes, ankle strap) | \$399.00   | \$399.00    |
| 1   | VS-S74-USB3  | Matrix Versa Hip Adductor / Abductor STD Stack, Plus                             | \$3,299.00 | \$3,299.00  |
| 1   | VS-S711-02B3 | Matrix Versa Leg Ext/Curl STD Stack, Plus  | \$3,699.00 | \$3,699.00  |
| 1   | VS-S70-USB4  | Matrix Versa Leg Press Heavy Stack Plus  | \$4,499.00 | \$4,499.00  |
| 1   | VS-S331-02B3 | Matrix Versa Lat Row STD Stack, Plus   | \$3,499.00 | \$3,499.00  |
| 1   | VS-S131-02B3 | Matrix Versa Multi-Press STD Stack, Plus   | \$3,499.00 | \$3,499.00  |
| 1   | VS-S601-02B4 | Matrix Versa Chin/Dip Heavy Stack, Plus  | \$4,795.00 | \$4,795.00  |
| 1   | VS-S531-02B3 | Matrix Versa Low Back/AB STD Stack, Plus   | \$3,299.00 | \$3,299.00  |
| 1   | MD-IFISTEP   | Matrix Medical IFI Step Stool  | \$199.00   | \$199.00    |

Created on 08/25/22 11:20:37 by Mark Smilek

| QTY | MODEL       | DESCRIPTION   | UNIT PRICE | LINE TOTAL  |
|-----|-------------|---|------------|---|
|     |             | *VERSA+ OPTIONS<br>+ Package Upgrade Includes:<br>- Action Specific Grips™<br>- Gas-assisted Seat Adjustment<br>- Electronic Rep Counter/Timer<br>- Decorative Top Wing<br>- Ergonomic Adjustment Handles<br>- Incremental Weight<br>WEIGHT STACK<br>Choose between Standard and<br>Heavy Weight Stack (Chin/Dip & Leg Press come standard w/<br>Heavy Stack)<br>OPTIONAL FOOT SUPPORT KIT<br>Available on:<br>Converging Chest Press<br>Converging Shoulder Press<br>Biceps Curl<br>Back Extension |            |   |
|     |             | SubTotal  |            | \$32,485.00   |
|     |             | STRENGTH - MATRIX MAGNUM BENCHES & RACKS  |            |   |
| 1   | MG-A541     | Matrix Magnum 10-Pair Studio Saddle DB Rack   | \$1,495.00 | \$1,495.00  |
| 2   | A85         | Matrix Magnum Multi-adjustable Bench  | \$1,199.00 | \$2,398.00  |
| 1   | MG-PL62     | Matrix Magnum Smith Machine   | \$4,495.00 | \$4,495.00  |
|     |             | SubTotal  |            | \$8,388.00  |
|     |             | STRENGTH - MATRIX XULT PREMIUM URETHANE<br>FREE-WEIGHTS   |            |   |
| 1   | ZMD4004884  | XULT Urethane Round DB 005-050 Set Black  | \$2,213.67 | \$2,213.67  |
| 4   | ZMD4004985  | XULT Urethane Plate 45lb Black  | \$162.53   | \$650.12  |
| 2   | ZMD4004984  | XULT Urethane Plate 35lb Black  | \$126.42   | \$252.84  |
| 4   | ZMD4004983  | XULT Urethane Plate 25lb Black  | \$90.31    | \$361.24  |
| 4   | ZMD4004982  | XULT Urethane Plate 10lb Black  | \$36.14    | \$144.56  |
| 4   | ZMD4004981  | XULT Urethane Plate 05lb Black  | \$21.08    | \$84.32   |
| 2   | ZMD4004980  | XULT Urethane Plate 02.5lb Black  | \$10.54    | \$21.08   |
|     |             | SubTotal  |            | \$3,727.83  |
|     |             | AEROBICS STUDIO EQUIPMENT   |            | 2014 4 - KNADO O LILUT 2014 2 - 1 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 |
| 1   | ZMK4006620  | XULT 3-Bay Suspension & Storage (without accessories)   | \$5,299.00 | \$5,299.00  |
| 1   | MMT001      | Requires floor and/or wall anchoring, not provided by CFP.<br>Recommended that anchoring be performed by licensed<br>contractor.  |            |   |
| 1   | ZMD4006834  | XULT Wall Mat Rack  | \$49.00    | \$49.00   |
| 1   | GFTSS       | Connexus Stability Step   | \$399.00   | \$399.00  |
| 1   | Rower-02    | Matrix RowerX with Magnetic Resistance  | \$1,899.00 | \$1,899.00  |
| 3   | CXC         | Matrix Indoor Cycle CXC   | \$1,695.00 | \$5,085.00  |
| 3   | CXC Console | Matrix Indoor Cycle CXC Console   | \$285.00   | \$855.00  |
| 2   | ZMD4004039  | Hedstrom BOSU Pro Balance Trainer - Blue  | \$249.00   | \$498.00  |
| 1   | ZMD4006768  | XULT Strength Band 1.8" X Heavy Orange  | \$40.14    | \$40.14   |
| 1   | ZMD4006767  | XULT Strength Band 1.25" Heavy Black  | \$31.07    | \$31.07   |

| QTY | MODEL            | DESCRIPTION  | UNIT PRICE | LINE TOTAL  |
|-----|------------------|--|------------|-------------|
| a   |                  |  |            | 5<br>7      |
| 1   | ZMD4006766       | XULT Strength Band 0.85" Medium Purple   | \$20.72    | \$20.72     |
| 1   | ZMD4006765       | XULT Strength Band 0.5" Light Red  | \$14.24    | \$14.24     |
| 1   | ZMD4003905       | 41-Inch Blue Strong Bands  | \$62.64    | \$62.64     |
| 1   | ZMD4003904       | 41-Inch Green X-Large Bands  | \$47.83    | \$47.83     |
| 1   | ZMD4003903       | 41-Inch Purple Large Bands   | \$37.89    | \$37.89     |
| 1   | ZMD4003902       | 41-Inch Black Medium Bands   | \$28.22    | \$28.22     |
| 1   | ZMD4003901       | 41-Inch Red Small Bands  | \$19.42    | \$19.42     |
| 2   | ZMD4006512       | Fit Mat w/grommets 12mm TPE 71" x 23" - Black  | \$58.00    | \$116.00    |
| 2   | ZMD4006939       | Fit Mat w/grommets 12mm TPE 56" x 23" - Black  | \$52.95    | \$105.90    |
| 2   | ZMD4005216       | XULT Neoprene Single DB 12LB Black   | \$25.80    | \$51.60     |
| 2   | ZMD4005215       | XULT Neoprene Single DB 10LB Brown   | \$21.50    | \$43.00     |
| 2   | ZMD4005214       | XULT Neoprene Single DB 09LB Red   | \$19.35    | \$38.70     |
| 2   | ZMD4005213       | XULT Neoprene Single DB 08LB Rust  | \$17.20    | \$34.40     |
| 2   | ZMD4005212       | XULT Neoprene Single DB 07LB Orange  | \$15.05    | \$30.10     |
| 2   | ZMD4005211       | XULT Neoprene Single DB 06LB Yellow  | \$12.90    | \$25.80     |
| 2   | ZMD4005210       | XULT Neoprene Single DB 05LB Green   | \$10.75    | \$21.50     |
| 2   | ZMD4005209       | XULT Neoprene Single DB 04LB Dark Blue   | \$8.60     | \$17.20     |
| 2   | ZMD4005208       | XULT Neoprene Single DB 03LB Light Blue  | \$6.45     | \$12.90     |
| 2   | ZMD4005207       | XULT Neoprene Single DB 02LB Violet  | \$4.30     | \$8.60      |
| 2   | ZMD4005206       | XULT Neoprene Single DB 01LB Peach   | \$2.15     | \$4.30      |
| 1   | ZMD4004968       | XULT Rubber Kettlebell 50lb - Premium  | \$216.57   | \$216.57    |
| 1   | ZMD4004967       | XULT Rubber Kettlebell 45lb - Premium  | \$201.12   | \$201.12    |
| 1   | ZMD4004966       | XULT Rubber Kettlebell 40lb - Premium  | \$185.65   | \$185.65    |
| 1   | ZMD4011913       | XULT Rubber Kettlebell 35lb - Premium  | \$151.94   | \$151.94    |
| 1   | ZMD4011912       | XULT Rubber Kettlebell 30lb - Premium  | \$138.13   | \$138.13    |
| 1   | ZMD4011911       | XULT Rubber Kettlebell 25lb - Premium  | \$124.31   | \$124.31    |
| 1   | ZMD4011910       | XULT Rubber Kettlebell 20lb - Premium  | \$110.50   | \$110.50    |
| 1   | ZMD4011909       | XULT Rubber Kettlebell 15lb - Premium  | \$96.68    | \$96.68     |
| 1   | ZMD4011908       | XULT Rubber Kettlebell 10lb - Premium  | \$82.89    | \$82.89     |
| 1   | ZMD4011907       | XULT Rubber Kettlebell 05lb - Premium  | \$69.07    | \$69.07     |
| 2   | ZMD4006729       | XULT High Density Foam Roller 6" x 36"   | \$32.95    | \$65.90     |
| 1   | ZMD4006762       | XULT Battle Rope 1.5" x 30' No Sleeve  | \$129.00   | \$129.00    |
| 1   | ZMD4006506       | 55cm 1000 lb Anti-Burst Fit Ball - Dark Blue   | \$38.95    | \$38.95     |
| 1   | ZMD4006508       | 75cm 1000 lb Anti-Burst Fit Ball - Lt Blue/Grey  | \$48.95    | \$48.95     |
| 1   | ZMD4006507       | 65cm 1000 lb Anti-Burst Fit Ball - Dark Grey   | \$43.95    | \$43.95     |
|     |                  | SubTotal   |            | \$16,599.78 |
| 1   | Delivery/Install | Inside Delivery, Assembly & Installation - 1st Floor, No Stairs,<br>Elevator or Long Carry Distance (additional fees apply for stairs<br>or elevator | \$3,975.00 | \$3,975.00  |

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| QTY | MODEL       | DESCRIPTION   |   | UNIT PRICE | LINE TOTAL   |
|-----|-------------|---|---|------------|--------------|
|     |             |   |   |            |              |
| 4   | PM-QTY      | Preventive Maintenance - Quarterly Visit - 1st Year   | Included  | \$0.00     | \$0.00       |
| 12  | PM-QTY      | Preventive Maintenance - Quarterly Visit - Years 2  | 3 & 4   | \$275.00   | \$3,300.00   |
| 1   | XWEW0009    | Athletix Equipment Cleaner (900) 9"x6" wipes per l<br>per case  | oll (4) rolls   | \$179.00   | \$179.00     |
| 1   | 9433        | Plastic Wall Mountable Center Pull Dispenser (1 e   | Plastic Wall Mountable Center Pull Dispenser (1 each) |            | \$49.00      |
| 1   | 9450        | Stainless Steel Dispenser with Waste Can and Bucket   |   | \$379.00   | \$379.00     |
|     |             | WELLBEATS - DIGTIAL GROUP FITNESS   |   |            |              |
| 12  | WB-STREAM-N | Monthly Multifamily Streaming Budning Up to 1500<br>CUSTOMER MUST PROVIDE A WALL MOUNTED<br>WITH HARDWIRED INTERNET FOR STREAMING | SMART TV  | \$399.99   | \$4,799.88   |
|     | Frame Color | Standard Silver   |   | Subtotal   | \$107,958.49 |

| Frame Color      | Standard Silver   |
|------------------|---|
| Upholstery Color | Standard Black  |
| Notes            | Customer is responsible for removal & disposal of existing<br>equipment unless otherwise noted. CFP does not provide<br>anchoring or wall mounting. |

| Subtotal    | \$107,958.49 |
|-------------|--------------|
| State Tax   | \$0.00       |
| Freight     | \$9,651.00   |
| Grand Total | \$117,609.49 |

Deposit Due \$14,900.00

|                                    | For Delivery Staff |               |            |  |  |  |
|------------------------------------|--------------------|---------------|------------|--|--|--|
| Date:                              | Amou               | nt Collected: | Check No.: |  |  |  |
| Received By: (Print Name and Sign) |                    | 1)            |            |  |  |  |

#### Acceptance of Proposal

#### **Terms and Conditions**

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

#### Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply. CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

#### Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

#### Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

#### Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge. Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle. TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

#### Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty:Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr. Matrix Strength (G1 Strength): Warranty:Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts.1 Year - Labor BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

|   | Invoice # :  | F654687M-I1          |
|---|--|----------------------|
| Make payments to the order of:                            | Invoice Amount:  | \$117,609.49         |
| Commercial Fitness Products, Inc.                         | Payment Terms:   | 50% Deposit, 50% COD |
| Fed-Ex, UPS, USPS etc.                                    | Deposit Amount:  | \$14,900.00          |
| Commercial Fitness Products, Inc.<br>5034 N Hiatus Rd     | E SECTION DE LA DESERVE DE | \$102,709.49         |
| Sunrise, FL 33351   | Signature  |                      |
|   | Print Name: _  |                      |
| Wire Transfer Bank Information Available<br>Upon Request. | Facility Name: _   |                      |
|   | Date of Acceptance:  |                      |

Thank you for your Business!





5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904-562-8318 Email: mark@commfitnessproducts.co Fax: 239-938-1462

BILL

TO: Six Mile Creek (Reverie Fitness) 805 Trailmark Dr St. Augustine, FL 32092

> ATN Mike Taylor Phone (904) 323-9833 Email mtaylor@greenpointellc.com

INVOICE # F6546871M-I2 Date: Aug 25, 2022

SHIP TO: Six Mile Creek (Reverie Fitness) 805 Trailmark Dr St. Augustine, FL 32092

| ATN   | Mike Taylor                |
|-------|----------------------------|
| Phone | (904) 323-9833             |
| Email | mtaylor@greenpointellc.com |

| Prepared By | P.O. Number | Ship Via | F.O.B. Point | Payment Terms        | Install Date |
|-------------|-------------|----------|--------------|----------------------|--------------|
| Mark Smilek | Will Advise | Best Way | Origin       | 50% Deposit, 50% COD |              |

| QTY | MODEL        | DESCRIPTION  | UNIT PRICE | LINE TOTAL  |
|-----|--------------|--|------------|-------------|
|     |              | CONCEPT 2 - MATRIX ACTIVE AGING 55+ SPECIFIC<br>PACKAGE                          |            |             |
|     |              | CARDIO - MATRIX ENDURANCE LED  |            |             |
| 3   | T-ES-LED     | Matrix Endurance LED Treadmill   | \$5,499.00 | \$16,497.00 |
| 2   | EP-ES-LED    | Matrix Endurance LED Elliptical  | \$4,095.00 | \$8,190.00  |
| 1   | S-ES-LED     | Matrix Endurance LED Stepper   | \$3,895.00 | \$3,895.00  |
| 1   | R-ES-LED     | Matrix Endurance LED Recumbent   | \$2,999.00 | \$2,999.00  |
| 1   | U-ES-LED     | Matrix Endurance LED Upright Cycle   | \$2,495.00 | \$2,495.00  |
|     |              | Optional Console Upgrades Available  |            |             |
|     |              | SubTotal   |            | \$34,076.00 |
|     | 2            | STRENGTH - MATRIX VERSA SELECTORIZED DUAL CIRCUIT<br>w/ Upgraded Plus + Package* |            | 6 2         |
| 1   | VS-VFT HS +  | Matrix Versa Functional Trainer Heavy Stack, 30" Storage                         | \$5,199.00 | \$5,199.00  |
| 1   | VS-FTIW      | Matrix Versa Functional Trainer Incremental Weight                               | \$99.00    | \$99.00     |
| 1   | VS-FTHP      | Matrix Versa Optional Handle Pkg; Includes:(v-bar, curl bar, ropes, ankle strap) | \$399.00   | \$399.00    |
| 1   | VS-S74-USB3  | Matrix Versa Hip Adductor / Abductor STD Stack, Plus                             | \$3,299.00 | \$3,299.00  |
| 1   | VS-S711-02B3 | Matrix Versa Leg Ext/Curl STD Stack, Plus  | \$3,699.00 | \$3,699.00  |
| 1   | VS-S70-USB4  | Matrix Versa Leg Press Heavy Stack Plus  | \$4,499.00 | \$4,499.00  |
| 1   | VS-S331-02B3 | Matrix Versa Lat Row STD Stack, Plus   | \$3,499.00 | \$3,499.00  |
| 1   | VS-S131-02B3 | Matrix Versa Multi-Press STD Stack, Plus   | \$3,499.00 | \$3,499.00  |
| 1   | VS-S601-02B4 | Matrix Versa Chin/Dip Heavy Stack, Plus  | \$4,795.00 | \$4,795.00  |
| 1   | VS-S531-02B3 | Matrix Versa Low Back/AB STD Stack, Plus   | \$3,299.00 | \$3,299.00  |
| 1   | MD-IFISTEP   | Matrix Medical IFI Step Stool  | \$199.00   | \$199.00    |

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| QTY | MODEL       | DESCRIPTION  | UNIT PRICE | LINE TOTAL  |
|-----|-------------|--|------------|-------------|
|     |             | *VERSA+ OPTIONS<br>+ Package Upgrade Includes:<br>- Action Specific Grips™<br>- Gas-assisted Seat Adjustment<br>- Electronic Rep Counter/Timer<br>- Decorative Top Wing<br>- Ergonomic Adjustment Handles<br>- Incremental Weight<br>WEIGHT STACK<br>Choose between Standard and<br>Heavy Weight Stack (Chin/Dip & Leg Press come standard w/<br>Heavy Weight Stack (Chin/Dip & Leg Press come standard w/<br>Heavy Stack)<br>OPTIONAL FOOT SUPPORT KIT<br>Available on:<br>Converging Chest Press<br>Converging Shoulder Press<br>Biceps Curl<br>Back Extension |            |             |
|     |             | SubTotal   |            | \$32,485.00 |
|     |             | STRENGTH - MATRIX MAGNUM BENCHES & RACKS   |            |             |
| 1   | MG-A541     | Matrix Magnum 10-Pair Studio Saddle DB Rack  | \$1,495.00 | \$1,495.00  |
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|     |             | SubTotal   |            | \$8,388.00  |
|     |             | STRENGTH - MATRIX XULT PREMIUM URETHANE<br>FREE-WEIGHTS  |            |             |
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| 2   | ZMD4004980  | XULT Urethane Plate 02.5lb Black   | \$10.54    | \$21.08     |
|     | 92<br>      | SubTotal   |            | \$3,727.83  |
|     |             | AEROBICS STUDIO EQUIPMENT  |            |             |
| 1   | ZMK4006620  | XULT 3-Bay Suspension & Storage (without accessories)  | \$5,299.00 | \$5,299.00  |
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| QTY | MODEL            | DESCRIPTION  | UNIT PRICE | LINE TOTAL  |
|-----|------------------|--|------------|-------------|
|     | 3                | · · · · · · · · · · · · · · · · · · ·  |            | ·           |
| 1   | ZMD4006766       | XULT Strength Band 0.85" Medium Purple   | \$20.72    | \$20.72     |
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| 2   | ZMD4006729       | XULT High Density Foam Roller 6" x 36"   | \$32.95    | \$65.90     |
| 1   | ZMD4006762       | XULT Battle Rope 1.5" x 30' No Sleeve  | \$129.00   | \$129.00    |
| 1   | ZMD4006506       | 55cm 1000 lb Anti-Burst Fit Ball - Dark Blue   | \$38.95    | \$38.95     |
| 1   | ZMD4006508       | 75cm 1000 lb Anti-Burst Fit Ball - Lt Blue/Grey  | \$48.95    | \$48.95     |
| 1   | ZMD4006507       | 65cm 1000 lb Anti-Burst Fit Ball - Dark Grey   | \$43.95    | \$43.95     |
|     | D)               | SubTotal   |            | \$16,599.78 |
| 1   | Delivery/Install | Inside Delivery, Assembly & Installation - 1st Floor, No Stairs,<br>Elevator or Long Carry Distance (additional fees apply for stairs<br>or elevator | \$3,975.00 | \$3,975.00  |

Created on 08/25/22 11:19:35 by Mark Smilek

| QTY              | MODEL   | DESCRIPTION  |                  | UNIT PRICE   | LINE TOTAL   |
|------------------|---|--|------------------|--------------|--------------|
|                  |   |  |                  |              |              |
| 4                | PM-QTY  | Preventive Maintenance - Quarterly Visit - 1st Yes           | ar Included      | \$0.00       | \$0.00       |
| 12               | PM-QTY  | Preventive Maintenance - Quarterly Visit - Years             | 2, 3 & 4         | \$275.00     | \$3,300.00   |
| 1                | XWEW0009  | Athletix Equipment Cleaner (900) 9"x6" wipes per<br>per case | r roll (4) rolls | \$179.00     | \$179.00     |
| 1                | 9433  | Plastic Wall Mountable Center Pull Dispenser (1              | each)            | \$49.00      | \$49.00      |
| 1                | 9450  | Stainless Steel Dispenser with Waste Can and B               | ucket            | \$379.00     | \$379.00     |
|                  |   | WELLBEATS - DIGTIAL GROUP FITNESS                            |                  |              |              |
| 12               | 12 WB-STREAM-M Monthly Multifamily Streaming Budning Up to 1500 Members -<br>CUSTOMER MUST PROVIDE A WALL MOUNTED SMART TV<br>WITH HARDWIRED INTERNET FOR STREAMING |  | D SMART TV       | \$399.99     | \$4,799.88   |
| 1                | Deposit Invoice 1 - Contract Deposit - \$14,900   |  |                  | -\$14,900.00 | -\$14,900.00 |
|                  | Frame Color   | Standard Silver  |                  | Subtotal     | \$93,058.49  |
| Upholstery Color |   | Standard Black   |                  | State Tax    | \$0.00       |
|                  | Customer is responsible for removal & disposal of existing<br>equipment unless otherwise noted. CFP does not provide  |  |                  | Freight      | \$9,651.00   |
|                  | Notes   | anchoring or wall mounting.                                  |                  | Grand Total  | \$102,709.49 |

Deposit Due \$8,621.90

| For Delivery Staff                 |  |                  |  |  |             |  |
|------------------------------------|--|------------------|--|--|-------------|--|
| Date:                              |  | Amount Collected |  |  | Check No .: |  |
| Received By: (Print Name and Sign) |  |                  |  |  |             |  |

#### Acceptance of Proposal

#### **Terms and Conditions**

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

#### Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply. CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

#### Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

#### Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

#### Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge. Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle. TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

#### Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty:Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr. Matrix Strength (G1 Strength): Warranty:Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts.1 Year - Labor BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

|   | Invoice # :         | F6546871M-I2         |
|---|---------------------|----------------------|
| Make payments to the order of:                            | Invoice Amount:     | \$102,709.49         |
| Commercial Fitness Products, Inc.                         | Payment Terms:      | 50% Deposit, 50% COD |
| Fed-Ex, UPS, USPS etc.                                    | Deposit Amount:     | \$8,621.90           |
| Commercial Fitness Products, Inc.<br>5034 N Hiatus Rd     |                     | \$94,087.59          |
| Sunrise, FL 33351   | Signature           |                      |
|   | Print Name: _       |                      |
| Wire Transfer Bank Information Available<br>Upon Request. | Facility Name:      |                      |
|   | Date of Acceptance: | -                    |

Thank you for your Business!

# **CommercialFitness**Products



5034 N Hiatus Road, Sunrise, FL 33351

| Office: |                             |
|---------|-----------------------------|
| Cell:   | 904- 562-8318               |
| Email:  | mark@commfitnessproducts.co |
| Fax:    | 239-938-1462                |
|         |                             |

BILL Six MIle Creek CDD TO: 1408 Hamlin Avenue, Unit E St.Cloud, FL 34771

SHIP TO:

#8 2-346-58-52 INVOICE # MKDKQ170-I1 Date: Sep 20, 2022

| Prepared By | P.O. Number | Ship Via | F.O.B. Point | Payment Terms        | Install Date |
|-------------|-------------|----------|--------------|----------------------|--------------|
| Mark Smilek | Will Advise | Best Way | Origin       | 50% Deposit, 50% COD |              |

| QTY  | MODEL        | DESCRIPTION  | UNIT PRICE | LINE TOTAL |
|------|--------------|--|------------|------------|
|      |              | Safeware Protection Plan - Reverie at Trailmark - Matrix<br>Endurance Cardio - 60 MO |            |            |
|      |              | MATRIX ENDURANCE LED - CARDIO MAIN FLOOR   |            |            |
| 3    | CFE3X360O700 | 60 Month Parts & Labor Coverage - Matrix Endurance LED<br>Treadmill \$5,499.00       | \$435.00   | \$1,305.00 |
| 2    | CFE3X360O500 | 60 Month Parts & Labor Coverage - Matrix Endurance LED<br>Elliptical \$4,095.00      | \$355.00   | \$710.00   |
| 1    | CFE3X360O400 | 60 Month Parts & Labor Coverage - Matrix Endurance LED<br>Stepper \$3895             | \$250.00   | \$250.00   |
| 1    | CFE3X360O300 | 60 Month Parts & Labor Coverage - Matrix Endurance LED<br>Recumbent Bike \$2,999.00  | \$215.00   | \$215.00   |
| 1 CF | CFE3X360O300 | 60 Month Parts & Labor Coverage - Matrix Endurance LED<br>Upright Bike - \$2495      | \$215.00   | \$215.00   |
|      |              | SubTotal   |            | \$2,695.00 |
|      |              | MATRIX CARDIO - STUDIO   |            |            |
| 3    | CFE3X360O200 | 60 Month Parts & Labor Coverage - Matrix CXC Cycle w/<br>Console - \$1980            | \$160.00   | \$480.00   |
| 1    | CFE3X360O200 | 60 Month Parts & Labor Coverage - Matrix Rower - \$1899                              | \$160.00   | \$160.00   |
|      |              | SubTotal   |            | \$640.00   |

| ATY MODEL    |              | DESCRIPTION  | UNIT PRICE  | LINE TOTAL |  |
|--------------|--------------|--|-------------|------------|--|
|              | Frame Color  | Standard Silver  | Subtotal    | \$3,335.00 |  |
| Upho         | lstery Color | Standard Black   | State Tax   | \$0.00     |  |
| Notes equipm |              | Customer is responsible for removal & disposal of existing<br>equipment unless otherwise noted. CFP does not provide | Freight     | \$0.00     |  |
|              |              | anchoring or wall mounting.  | Grand Total | \$3,335.00 |  |

Amount Due \$3,335.00

|                 |                     | For Delive | ery Staff  |  |
|-----------------|---------------------|------------|------------|--|
| Date:           | Amount              | Collected: | Check No.: |  |
| Received By: (P | rint Name and Sign) |            |            |  |

| Envera   | APPROVED<br>By Alex Boyer at 2:54 pm, Sep 01, 2022<br>East Parcel-O&M- Entry Gate Access Control   |   | Invoice                  |                                    |  |  |
|--|--|---|--------------------------|------------------------------------|--|--|
| 8281 Blaikie Court<br>Sarasota, FL 34240<br>(941) 556-0743 |  |   | Invoice Number<br>719173 |                                    | Date<br>09/01/2022                                     |  |
|  |  |   | Customer Num<br>300389   | ber                                | Due Date<br>10/01/2022                                 |  |
|  | E E  | 3Y:   | P                        | Page: 1                            |  |  |
| Customer   | Name Custom  | er Number PO Number                           | Invoice                  | Date                               | Due Date   |  |
| Six Mile Creek CDI   | D-The Reverie 30   | 00389   | 09/01/2                  | 022                                | 10/01/2022   |  |
| Quantity   | Description  |   | Months                   | Rate                               | Amount   |  |
|  |  |   |                          |                                    |  |  |
| 2173 - Gate Access   | - Six Mile Creek CDD-The Re  | verie - Entrance, Pacetti Rd, Saint Aug       | ustine, FL               |                                    |  |  |
| 2173 - Gate Access<br>1.00                                 | s - Six Mile Creek CDD-The Re<br>Service & Maintenance<br>10/01/2022 - 10/31/2022  | werie - Entrance, Pacetti Rd, Saint Aug<br>과식 | ustine, FL<br>1.00       | \$321.62                           | \$321.62   |  |
|  | Service & Maintenance  | 出<br>2-200-1SS-1                              |                          | \$321.62<br>\$500.00               | \$321.62<br>\$500.00                                   |  |
| 1.00   | Service & Maintenance<br>10/01/2022 - 10/31/2022<br>Envera Kiosk System  | #Y  | 1.00                     |                                    |  |  |
| 1.00<br>1.00   | Service & Maintenance<br>10/01/2022 - 10/31/2022<br>Envera Kiosk System<br>10/01/2022 - 10/31/2022<br>Data Management  | #4<br>2.900.155.1<br>Alurm Manitor Sive Od22  | 1.00<br>1.00             | \$500.00                           | \$500.00   |  |
| 1.00<br>1.00<br>1.00                                       | Service & Maintenance<br>10/01/2022 - 10/31/2022<br>Envera Kiosk System<br>10/01/2022 - 10/31/2022<br>Data Management<br>10/01/2022 - 10/31/2022<br>Virtual Gate Guard Monitoring                            | #4<br>2.900.155.1<br>Alurm Manitor Sive Od22  | 1.00<br>1.00<br>1.00     | \$500.00<br>\$200.00               | \$500.00<br>\$200.00<br>\$1,180.00                     |  |
| 1.00<br>1.00<br>1.00                                       | Service & Maintenance<br>10/01/2022 - 10/31/2022<br>Envera Kiosk System<br>10/01/2022 - 10/31/2022<br>Data Management<br>10/01/2022 - 10/31/2022<br>Virtual Gate Guard Monitoring                            | #4<br>2.900.155.1<br>Alurm Manitor Sive Od22  | 1.00<br>1.00<br>1.00     | \$500.00<br>\$200.00<br>\$1,180.00 | \$500.00<br>\$200.00<br>\$1,180.00<br><b>\$2201.62</b> |  |
| 1.00<br>1.00<br>1.00                                       | Service & Maintenance<br>10/01/2022 - 10/31/2022<br>Envera Kiosk System<br>10/01/2022 - 10/31/2022<br>Data Management<br>10/01/2022 - 10/31/2022<br>Virtual Gate Guard Monitoring<br>10/01/2022 - 10/31/2022 | #4<br>2.900.155.1<br>Alurm Manitor Sive Od22  | 1.00<br>1.00<br>1.00     | \$500.00<br>\$200.00<br>\$1,180.00 | \$500.00<br>\$200.00                                   |  |

| Date<br>9/1/2022  | Invoice #<br>719173 | Description<br>Alarm Monitoring Services |           | <b>Am</b><br>\$220                            | ount<br>1.62 | Balance Due<br>\$2201.62 |
|---|---------------------|--|-----------|---|--------------|--------------------------|
| Envera<br>8281 Blaikie Court<br>Sarasota, FL 3424                 |                     |  |           | Invo  | oice         |                          |
| (941) 556-0743  | -                   |  |           | Invoice Number<br>719173                      |              | ate<br>/2022             |
|   |                     |  |           | Customer Number<br>300389                     |              | Date<br>/2022            |
|   |                     |  |           | Net Due: \$2,201.62<br>Amount Enclosed:       |              | -                        |
| Six Mile Creek C<br>C/O GMS<br>1408 Hamlin Ave<br>Saint Cloud, FL | ., Unit E           |  | REMIT TO: | Envera<br>PO Box 2086<br>Hicksville, NY 11802 |              |                          |

| SIX MILE CREEK CDD<br>SIX MILE CREEK CDD<br>SIX MILE CREEK CDD TRAILMAU<br>475 WEST TOWN PLACE<br>SUITE 114<br>ST AUGUSTINE FL 32092 | East Parcel-                              |                                   |                                  | OO2-2<br>DUE UF<br>DATE<br>BALANCE<br>ENCLOSED<br>AYABLE TO:<br>STRIES. LLC<br>ARK DR. | \$2<br>\$    | 482-1                            |
|--|---|-----------------------------------|----------------------------------|--|--------------|----------------------------------|
| 900 CENTRAL PARK DR., SANFORD, FL 32771-6<br>P: 407.830.8861 • F: 407.830.5569   | PLEASE RETURN THI<br>9/2022 PROJE<br>LOCA | CT DETAIL - PAG<br>TION TRAILMARK | E 1<br>STEET SIGN FIX<br>ORDERED | BY ALEX BO   | DYER         | TOTAL                            |
| CHARGES  |   |                                   | ECENT                            | \$245.00   | 1            | \$245.00<br>L: \$245.00          |
| 2. 340-578-41  |   | Ву                                | SEP 2 0 2022<br>BALANC           | L<br>CE DU   | TOTAL        | TAX: \$.00<br>L: <b>\$245.00</b> |
| WORK COMPLETED<br>COMPLETED - TOP OF SIGN WAS KN<br>AND WILL UPDATE BUT PER CLIENT<br>COMPLETED - ? IT'S WOODWIND CO                 | JUST NEEDS TO B                           | E PUT BACK ON. E                  | BRING HARDWARE F                 | OR REMOU   | DED REPC     | DRT                              |
| WARNING! FRAUDULENT EMAIL ACTIVITY   | Visit us online at                        |                                   | stries.com                       | SUCCESSFUL AT  | INTÉRCEPTINO | G, ALTERING                      |

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