

*Six Mile Creek
Community Development District*

June 21, 2023

AGENDA

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

June 19, 2023

Board of Supervisors
Six Mile Creek Community Development District

Dear Board Members:

The Continued Meeting of the Board of Supervisors of the Six Mile Creek Community Development District will be held Wednesday, June 21, 2023 at 9:30 a.m. at the offices of GMS, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

- I. Roll Call
- II. Update Regarding Series 2023 Bond Issue
 - A. Consideration of Resolution 2023-09, Supplemental Assessment Resolution for Series 2023 Capital Improvement Revenue Bonds Assessment Area 3, Phase 3 and Assessment Area 2, Phase 3C
- III. Consideration of Developer Agreements for Bond Issuance
 - A. Acknowledgement of Acquisition Agreement
 - B. Notice of Series 2023 Special Assessments
 - C. Acknowledgement of Completion Agreement
 - D. Collateral Assignment
 - E. True Up Agreement
- IV. Next Scheduled Meeting – July 26, 2023 @ 2:00 p.m.
- V. Adjournment

SECOND ORDER OF BUSINESS

A.

RESOLUTION 2023-09

[ASSESSMENT AREA 2, PHASE 3C & ASSESSMENT AREA 3, PHASE 3]]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2023 (2023 PROJECT AREA); MAKING CERTAIN FINDINGS AND CONFIRMING AND ADOPTING AN ENGINEER'S REPORT AND AN ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING 2023 BONDS (2023 PROJECT AREA); ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE 2023 BONDS (2023 PROJECT AREA); ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Six Mile Creek Community Development District ("District") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board") previously adopted, after notice and public hearing, Resolution 2023-02, relating, in part, to the imposition, levy, collection and enforcement of such special assessments for both Assessment Area 2, Phase 3C and Assessment Area 3, Phase 3; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2023-02, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on June 14, 2023, the District entered into that certain Bond Purchase Agreement with FMSbonds, Inc., whereby the District agreed to sell its \$10,515,000 Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) ("2023 Bonds"), and

WHEREAS, pursuant to and consistent with Resolution 2023-02, the District desires to set forth the particular terms of the sale of the 2023 Bonds and confirm the lien of the levy of special assessments securing the 2023 Bonds.

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

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings and determinations are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, Florida Statutes, and Resolution 2023-02.

SECTION 3. FINDINGS; ADOPTION OF ENGINEER'S REPORT AND 2023 ASSESSMENT REPORT. The Board of Supervisors of the Six Mile Creek Community Development District hereby finds and determines as follows:

(a) On November 16, 2022, the District, after due notice and public hearing, adopted Resolution 2023-02, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bond and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any true-up amounts and the application of receipt of any true-up proceeds.

(b) The *Six Mile Creek Community Development District Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023, attached to this Resolution as **Exhibit A** ("Engineer's Report"), identifies and describes the presently expected components of the infrastructure improvements to be financed in part with the 2023 Bonds (the "2023 Project"), and sets forth the costs of the 2023 Project as \$27,121,650. The District hereby confirms that the 2023 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the 2023 Bonds is hereby ratified.

(c) The *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 21, 2022, as supplemented by the *Supplemental Special Assessment Methodology Report for the Series 2023 Capital Improvement Revenue Bonds Assessment Area 3 Phase 3, Assessment Area 2 Phase 3C* dated June 14, 2023, the latter of which is attached to this Resolution as **Exhibit B** (collectively, the "2023 Assessment Report"), applies the adopted *Special Assessment Master Methodology Report* dated March 30, 2007 (the "Master Assessment Report"), as supplemented by the District's *Supplemental Special Assessment Methodology Report, Final Numbers* dated June 28, 2007 (the "First Supplemental Assessment Report"), *Second Supplemental Special Assessment Methodology Report for the Capital Improvement Bonds Series 2014A and Series 2007* dated October 15, 2014, *Final Special Assessment Methodology Report for the 2014 Refunding Bonds and the Remaining 2007 Bonds* dated November 14, 2014 (the "Refunding Report"), *Final Numbers Special Assessment Methodology Report for the Series 2016A and 2016 B Capital Improvement Bonds* dated April 22, 2016 (the "2016 Assessment Report"), the *Supplemental Special Assessment Methodology Report for the Series 2017A and 2017B Capital Improvement Bonds Assessment Area 2 (Phase 2)* dated November 14, 2017 (the "2017 Assessment Report"), the *Six Mile Creek Community Development*

District Supplemental Special Assessment Methodology Report for the Capital Improvement Revenue and Refunding Bonds, Series 2020 (Assessment Area 2, Phase 3A) dated June 12, 2020 (the “2020 Assessment Report”), the Six Mile Creek Community Development District Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds Assessment Area 3 (Phase 1) dated February 10 2021 (the “Area 3, Phase 1 Assessment Report”), and the Six Mile Creek Community Development District Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds Assessment Area 3 (Phase 2) and Assessment Area 2 (Phase 3B) dated September 14, 2021 and Six Mile Creek Community Development District First Supplemental to the Adjunct Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds Assessment Area 3 (Phase 2) and Assessment Area 2 (Phase 3B) dated July 20, 2022 (together, the “2021 Area 2, Phase 3B/Area 3 Phase 2 Assessment Report”) to the 2023 Project and the actual terms of the 2023 Bonds. The 2023 Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the 2023 Bonds.

(d) The 2023 Project will specially benefit all developable property within the District, including Assessment Area 2, Phase 3C and Assessment Area 3, Phase 3. It is reasonable, proper, just and right to assess the portion of the costs of the 2023 Project financed with the 2023 Bonds to the specially benefited properties within Assessment Area 2, Phase 3C and Assessment Area 3, Phase 3, as set forth in Resolution 2023-02, the 2023 Assessment Report, and this Resolution.

SECTION 4. SETTING FOR THE TERMS OF THE 2023 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING 2023 BONDS. As provided in Resolution 2023-02, this Resolution is intended to set forth the terms of the 2023 Bonds and the final amount of the lien of the special assessments securing those bonds. The 2023 Bonds, in a par amount of \$10,515,000 shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The estimated sources and uses of funds of the 2023 Bonds shall be as set forth in **Exhibit D**. The debt service due on the 2023 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the 2023 Bonds shall be the principal amount due on the 2023 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

SECTION 5. ALLOCATION OF ASSESSMENTS SECURING 2023 BONDS.

(a) The special assessments for the 2023 Bonds (“**2023 Assessments**”) shall be allocated in accordance with **Exhibit B**, which allocation shall initially be on an acreage basis and further allocated as set forth in the 2023 Assessment Report. The 2023 Assessment Report, considered herein, reflects the actual terms of the issuance of the District’s 2023 Bonds. The estimated costs of collection of the 2023 Assessments are as set forth in the 2023 Assessment Report.

(b) To the extent land is added to the District as presently contemplated by the 2023 Assessment Report, the District may, by supplemental resolution, determine such land to be benefited by the 2023 Project and reallocate the 2023 Assessments and impose special assessments on the newly added and benefited property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture and the Eleventh Supplemental Trust Indenture, the District shall begin annual collection of the 2023 Assessments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**.

(d) Section 7 of Resolution 2023-02 sets forth the terms for collection and enforcement of the 2023 Assessments. The District hereby certifies the 2023 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by St. Johns County for collection and other Florida law. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 6. APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolution 2023-02, there may be required from time to time certain True-Up Payments (as defined in Resolution 2023-02). As parcels of land are platted, the 2023 Assessments shall be allocated as set forth in Resolution 2023-02, this Resolution, and the 2023 Assessment Report, including, without limitation, the application of the true-up process set forth in Section 8 of Resolution 2023-02. The District shall apply all True-Up Payments related to the 2023 Bonds only to the credit of the 2023 Bonds. All True-Up Payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Eleventh Supplemental Indenture dated as of June 1, 2023, governing the 2023 Bonds.

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the 2023 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The 2023 Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2023 Assessments (Assessment Area 2, Phase 3C and Assessment Area 3, Phase 3) in the Official Records of St. Johns County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. CONFLICTS. This Resolution is intended to supplement Resolution 2023-02, which remains in full force and effect. This Resolution and Resolution 2023-02 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 10. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that

such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and **ADOPTED** this 21st day of June, 2023.

ATTEST:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

Exhibit A: *Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023

Exhibit B: *Supplemental Special Assessment Methodology Report for the Series 2023 Capital Improvement Revenue Bonds Assessment Area 3 Phase 3, Assessment Area 2 Phase 3C* dated June 14, 2023

Exhibit C: Maturities and Coupons of 2023 Bonds

Exhibit D: Sources and Uses of Funds for 2023 Bonds

Exhibit E: Annual Debt Service Payment Due on 2023 Bonds

Exhibit A

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEERS REPORT
For
SERIES 2023 AA2-3C & AA3-3
CAPITAL IMPROVEMENTS**

Prepared for

**Board of Supervisors
Six Mile Creek
Community Development District**

Prepared by



14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

June 5, 2023

Mr. Gregg Kern
Chairman, Board of Supervisors
Six Mile Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Reference: Supplemental Addendum to the Improvement Plan dated December 1, 2006

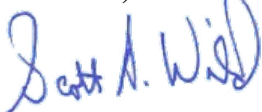
Dear Mr. Kern:

Pursuant to your request, England, Thims & Miller, Inc. has prepared the enclosed report in an effort to provide information regarding the anticipated capital improvements to be funded in the year 2023. This report is a supplement to the adopted Six Mile Creek CDD Improvement Plan dated December 1, 2006, and the Supplemental Engineer's Reports dated May 25, 2007, November 12, 2014, April 12, 2016, June 5, 2017, October 27, 2017, June 3, 2020, January 19, 2021, September 10, 2021, and September 2, 2022. More specifically, this report only describes Assessment Area 2 Phase 3C & Assessment Area 3 Phase 3 that were included in the September 2, 2022 supplement report.

Please don't hesitate to contact me if you have any questions or comments regarding this report.

Sincerely,

ENGLAND, THIMS & MILLER, INC.



Scott A. Wild, P.E.
Executive Vice President/Shareholder

SAW/shb

Enclosures

EXECUTIVE SUMMARY

The Six Mile Creek Community Development District (The “Six Mile Creek CDD” or the “District”) is a 1,289 ± acre community development district located in St. Johns County, Florida. (Refer to **Plate 1**, location map). The land within the District consists of a parcel within the Saint Johns DRI, referred to herein as the “South Tract”. The authorized land uses within the District include residential development as well as substantial open space and recreational amenities. The full development within the Six Mile Creek CDD boundaries is anticipated to include approximately:

TYPE	Acreage Acres	Residential Units
Residential	780±	2278
Amenity Village	7±	
Community Park	30±	
Neighborhood Parks System	17±	
Wetlands	357±	
Upland Buffer	98±	
TOTALS	1289±	2278

(Refer to **Plate 2** for the map of the District boundaries and **Plate 3** for legal description of the District.)

In anticipation of development within its boundaries, on March 30, 2007 the District adopted its Improvement Plan dated December 1, 2006, describing master and neighborhood infrastructure improvements the District intended to finance (or advance finance), construct, install and/or acquire within and adjacent to the boundaries of the District. Subsequently, the District adopted the Supplemental Engineer’s Reports dated May 25, 2007, November 12, 2014, April 12, 2016, June 5, 2017, October 27, 2017, June 3, 2020, January 19, 2021, and September 10, 2021. The purpose of this report is to supplement the existing Improvement Plan and Supplemental Engineer’s Reports in an effort to identify infrastructure improvements that will be funded in whole or part with proceeds from the issuance of the Six Mile Creek Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2023 AA2-3C & AA3-3 related to the next phase of development within the District.¹ The proposed infrastructure improvements are within Assessment Area 2 (Phase 3C), referred to as East Parcel Phase 3 within the TrailMark development and Assessment Area 3 (Phase 3), referred to as Phase 12 with the TrailMark development. The anticipated costs to construct and/or install the Series 2023 AA2-3C & AA3-3 Project are set forth in Tables 1A and 1B.

The unit distributions for previous assessment areas are as follows:

<u>Assessment Area 1</u>	
43' lots	20
53' lots	32
63' lots	81
70' lots	19
Total Lots	152

<u>Assessment Area 2 (Phase 1)</u>	
43' lots	160
63' lots	63
70' lots	21
80' lots	61
Total Lots	305

<u>Assessment Area 2 (Phase 2)</u>	
43' lots	69
53' lots	216
63' lots	34
70' lots	8
80' lots	71
Total Lots	398

<u>Assessment Area 2 (Phase 3A)</u>	
43' Lots	57
53' Lots	62
63' Lots	62
Total Lots	181

<u>Assessment Area 3 (Phase 1A)</u>	
43' Lots	76
53' Lots	74
63' Lots	45
Total Lots	195

<u>Assessment Area 3 (Phase 1B)</u>	
43' Lots	108
53' Lots	61
63' Lots	3
Total Lots	172

<u>Assessment Area 2 (Phase 3B)</u>	
43' Lots	91
53' Lots	83
63' Lots	41
Total Lots	215

<u>Assessment Area 3 (Phase 2)</u>	
63' Lots	75
Total Lots	75

The anticipated unit distribution for the Series 2023 AA2-3C & AA3-3 Bonds is as follows:

Proposed Unit Mix for Series 2023 AA2-3C & AA3-3 Bonds Assessment Area 2 (Phase 3C) 2023 AA2-3B & AA3-3 Bonds (Series 2023 AA2-3B & AA3-3 Project)	
Lot Size (Feet)	Number
43	71
53	78
63	33
TOTAL	182

Proposed Unit Mix for Series 2023 AA2-3C & AA3-3 Bonds Assessment Area 3 (Phase 3) 2023 AA2-3B & AA3-3 Bonds (Series 2023 AA2-3B & AA3-3 Project)	
Lot Size (Feet)	Number
43	119
53	64
63	20
TOTAL	203

In comparison with the Improvement Plan and Supplemental Engineer's Reports, the Master and Neighborhood Infrastructure costs have been updated to present the estimated cost for the Series 2022 AA2-3C & AA3-3 Project.

Plate 4 depicts the limits and area for Assessment Area 2 (Phase 3C) and Assessment Area 3 (Phase 3). It also depicts the currently anticipated lot mix and total unit count for Assessment Area 2 (Phase 3C) and Assessment Area 3 (Phase 3). Plate 5 provide the legal description for Assessment Area 2 (Phase 3C). Plates 6 & 6A provide the legal description for Assessment Area 3 (Phase 3).

The limits of Assessment Area 1, Assessment Area 2 (Phases 1, 2, 3A, 3B, and 3C), and Assessment Area 3 (Phases 1A, 1B, 2, 3, and 4) are also depicted on Plate 4, together with the existing lot mix and total unit count within Assessment Area 1, Assessment Area 2 (Phases 1, 2, 3A, and 3B), and Assessment Area 3 (Phases 1A, 1B, and 2).

MASTER INFRASTRUCTURE IMPROVEMENTS

The following sections of this report describe those Master Infrastructure Improvements that benefit Assessment Area 1, Assessment Area 2, Phases 1 through 3C, and Assessment Area 3, Phases 1A through 3, Project areas. These include transportation and miscellaneous other improvements, such as common area landscape/hardscape and a master lift station.

TRANSPORTATION IMPROVEMENTS

The Six Mile Creek CDD presently intends to finance, design and construct certain master transportation facilities necessary for development within the District boundaries. These improvements have been designed and will be constructed to St. Johns County standards. Landscaping and irrigation of completed roadways will be operated and maintained by the District, although the roadways themselves will be owned and maintained by St. Johns County.

This total proposed improvement includes approximately 14,200 linear feet of two-lane urban section roadway, with appropriate turn lanes ("Loop Road"). No portion of the Loop Road is within Assessment Area 2 (Phase 3B) or Assessment Area 3 (Phase 3), nor is it included as part of the 2023 AA2-3C & AA3-3 Project.

MISCELLANEOUS IMPROVEMENTS

Utility Improvements

The Six Mile Creek CDD financed, designed and constructed certain water utility infrastructure necessary for development within the District boundaries. These improvements were designed and constructed to St. Johns County standards, and are owned and maintained by St. Johns County. This includes construction of master lift stations, water mains, force mains, and gravity sewer mains. It is anticipated that the cost of construction for these improvements will be partially reimbursed to the District through the utility agreement described below.

In accordance with the Six Mile Creek Water and Sewer Connection Fee Reimbursement Agreement adopted January 29, 1999 ("Agreement"), St. Johns County will reimburse the cost of construction of the transmission components of the water and sewer facilities located within and adjacent to the Six Mile Creek CDD. This reimbursement will be paid from one-third of the connection fees collected by St. Johns County at the time connection fees are paid. The reimbursement for a completed portion of the infrastructure must be completed within a 12-year period following the construction of the improvement. It is anticipated that \$4,311,421 (of which \$894,438 has been received to date) of the master utility infrastructure cost will be reimbursed to the District through this Agreement and that the District will use the funds to construct additional portions of the improvements described in the Improvement Plan.

Common Area Landscape/Hardscape

The Six Mile Creek CDD presently intends to finance, design and construct certain common area landscape and hardscape improvements to benefit the development within the District boundaries. These improvements will be designed and constructed to St. Johns County standards, and will be owned and maintained by the District. Landscaping will be installed continuously along the length of the Loop Road and within other areas of the District. These improvements also include soft costs for all common area improvements.

The Six Mile Creek CDD also intends to finance, design and construct an expansion to the existing amenity center to benefit the development within the District boundaries. These improvements will be designed and constructed to St. Johns County standards, and will be owned and maintained by the District. These improvements also include soft costs for the amenity center expansion improvements

BASIS OF COST ESTIMATE FOR INFRASTRUCTURE IMPROVEMENTS

The following is the basis for the infrastructure cost estimates:

- Water and Sewer Facilities have been designed in accordance with SJCUD and FDEP standards.
- The stormwater management system has been designed per SJRWMD and SJC standards.
- The engineering, permitting, construction inspection and other soft cost fees have been included in the estimated cost.
- Cost estimates contained in this report are based upon year 2022 dollars.
- Costs have been included for street lighting and electrical conduit on all roadways in accordance with FPL standards for the Series 2022 AA2-3C & AA3-3 Project.

NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS

The Series 2023 AA2-3C & AA3-3 Project includes the cost of the neighborhood infrastructure improvements for 182 single family units in Assessment Area 2 (Phase 3C) and 203 single family units in Assessment Area 3 (Phase 3 as depicted on Plate 4.

The Six Mile Creek CDD presently intends to finance certain infrastructure improvements for each neighborhood within the District boundaries. The improvements include complete construction of the basic infrastructure for each neighborhood, including but not limited to: clearing and grubbing, earthwork, water and sewer underground utility construction, drainage, stormwater management, grassing, sodding, underground electrical conduit and neighborhood street lighting.

The cost estimate for the roadways included in the neighborhood infrastructure improvements is based upon curb and gutter section roadways with variable pavement widths, within variable width rights-of-way. The clearing, grubbing and earthwork estimates include all work necessary for the complete right-of-way area, and include utility easements for underground electrical conduit for roadway street lighting. Disturbed areas within the rights-of-way, which are outside of the paved areas, will be sodded and/or seeded and grassed in order to provide erosion and sediment control in accordance with St. Johns County standards.

Stormwater management cost estimates included in the neighborhood infrastructure improvements provide for the attenuation and treatment of stormwater runoff from the project roadways in accordance with St. Johns River Water Management District and St. Johns County standards. Costs include detention pond construction, outfall control structures, and any site fill required to provide a complete stormwater management system.

Water and sewer cost estimates included in the neighborhood infrastructure improvements consist of the underground water transmission system, wastewater (sewer) collection system, and lift station serving the development. Costs include piping, manholes, valves, services, and all appurtenances required in order to construct the system in accordance with St. Johns County Utility Department, and Florida Department of Environmental Protection standards.

The neighborhood infrastructure improvements have been designed and will be constructed to St. Johns County, St. Johns County Utility Department, Florida Department of Environmental Protection, and St. Johns River Water Management District standards. Roadways shall be owned and maintained by St. Johns County in Assessment Area 3 (Phase 3) and owned and maintained privately in Assessment Area 2 (Phase 3C). Water and sewer facilities shall be owned and maintained by St. Johns County Utility Department. The neighborhood street lighting shall be leased from FPL by the District, and the electrical cost to operate it is presently expected to be paid by the District. The District shall maintain stormwater management improvements.

TABLE 1A
NEIGHBORHOOD INFRASTRUCTURE SUMMARY OF COSTS FOR
ASSESSMENT AREA 2 (PHASE 3C)
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Improvement Description	Estimated Costs
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
MASTER & NEIGHBORHOOD INFRASTRUCTURE TOTAL	\$13,642,000

TABLE 1B
NEIGHBORHOOD INFRASTRUCTURE SUMMARY OF COSTS FOR
ASSESSMENT AREA 3 (PHASE 3)
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

Improvement Description	Estimated Costs
MASTER INFRASTRUCTURE	
Traffic Signal	\$375,000
Common Area Landscape/Hardscape	\$325,000
Amenity Center Expansion	\$600,000
NEIGHBORHOOD INFRASTRUCTURE	
Sanitary Sewer	\$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
MASTER & NEIGHBORHOOD INFRASTRUCTURE TOTAL	\$13,479,650

INFRASTRUCTURE IMPROVEMENTS PERMIT STATUS

Regulatory permits necessary for construction of infrastructure improvements within Assessment Area 2 (Phase 3C) and Assessment Area 3 (Phase 3) have either been applied for or received. The current status of the regulatory permits is reflected in Exhibit A. It is our opinion that there are no technical reasons that would prohibit the implementation of the plans presented herein and that all permits/approvals not already issued but are necessary for the Series 2023 AA2-3C & AA3-3 Project should be obtained in the ordinary course of development.

EXHIBIT "A"
PERMIT STATUS

Assessment Area 2 (Phase 3C)
10/05/2022

Item #	Permit Agency	File Number / Permit Number	Description	Grantor	Grantee	Issue Date	Expiration Date
1	ACOE	N/A	N/A	N/A	N/A	N/A	
2	SJRWMD	104176-26	Individual Permit	SJRWMD	Six Mile Creek CDD	01-30-23	
3	St. Johns County	SUBCON 22-19	Construction Plan Approval	St. Johns County	Six Mile Creek CDD	09-19-22	
4	FDEP	0128650-234	Water Distribution System Permit	FDEP	Six Mile Creek Investment Group, LLC	10/18/22	
5	FDEP	0332217-106-DWC	Sanitary Sewer Collection System Permit	FDEP	Six Mile Creek Investment Group, LLC	10/28/22	

Assessment Area 3 (Phase 3)
06/01/2023

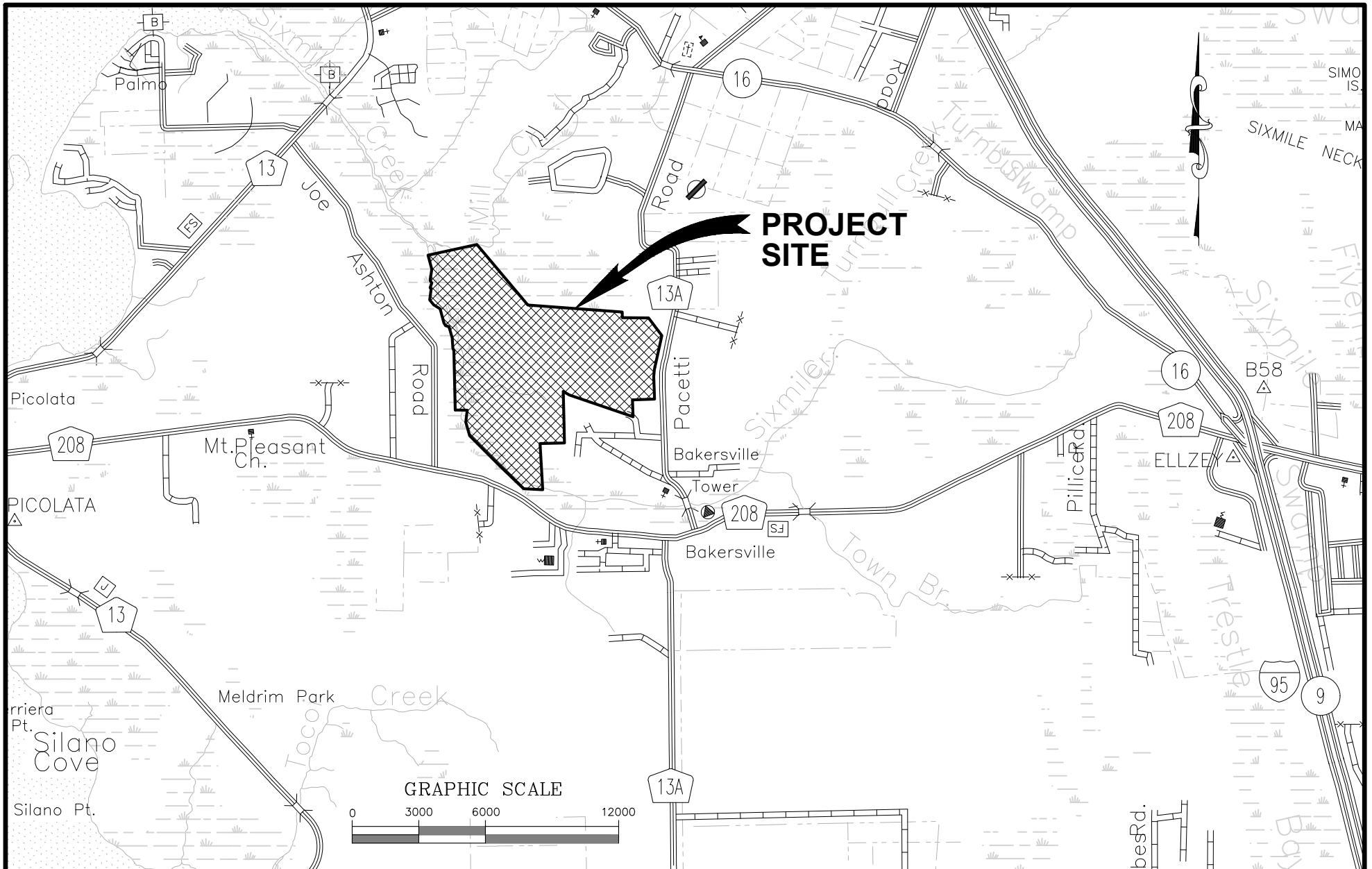
Item #	Permit Agency	File Number / Permit Number	Description	Grantor	Grantee	Issue Date	Expiration Date
1	ACOE	N/A	N/A	N/A	N/A	N/A	
2	SJRWMD	104176-25	Individual Permit	SJRWMD	Six Mile Creek CDD	02/20/23	
3	St. Johns County	SUBCON 22-11	Construction Plan Approval	St. Johns County	Six Mile Creek CDD	09/09/22	
4	FDEP	0128650-230	Water Distribution System Permit	FDEP	Six Mile Creek Investment Group, LLC	08/12/22	
5	FDEP	0332217-102-DWC	Sanitary Sewer Collection System Permit	FDEP	Six Mile Creek Investment Group, LLC	08/23/22	

APPENDIX

Description

Plate No.

- | | |
|--------|---|
| 1 | Location Map |
| 2 | District Boundary Map |
| 3 | Legal Description – District Boundary |
| 4 | Master Site Plan |
| 5 | Legal Description – Assessment Area 2 (Phase 3C) |
| 6 – 6A | Legal Description – Assessment Area 3 (Phase 3) |
| 7 | Sanitary Sewer Lift Station |
| 7A | Sanitary Sewer Forcemains (Series 2023 AA2-3C & AA3-3 Project) |
| 8 | Stormwater Management Plan |
| 8A | Stormwater Management Plan (Series 2023 AA2-3C & AA3-3 Project) |
| 9 | Neighborhood Roadways |
| 9A | Neighborhood Roadways (Series 2023 AA2-3C & AA3-3 Project) |
| 10 | Street Lighting |
| 10A | Street Lighting (Series 2023 AA2-3C & AA3-3 Project) |
| 11 | Water Distribution System |
| 11A | Water Distribution System (Series 2023 AA2-3C & AA3-3 Project) |
| 12 | Sanitary Sewer Collection System |
| 12A | Sanitary Sewer Collection System (Series 2023 AA2-3C & AA3-3 Project) |



**England-Thims
& Miller, Inc.**

ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization No.: 2584
Phone No. (904) 642-8990
Fax No. (904) 646-9485

LOCATION MAP

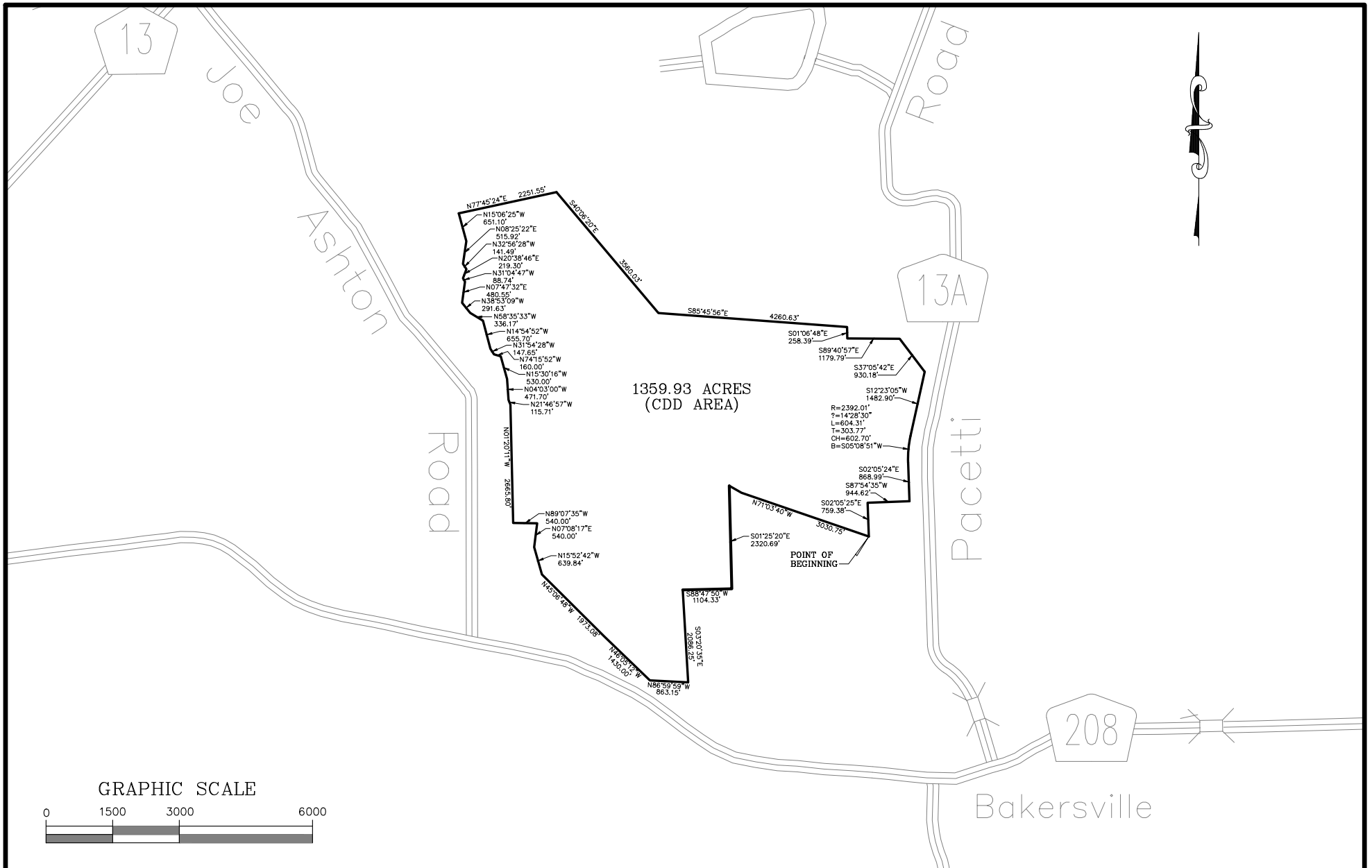
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: 1" = 6,000'

PLATE NO: 1



**England-Thims
& Miller, Inc.**
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DISTRICT BOUNDARY MAP

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: 1" = 3,000'

PLATE NO: 2

Six Mile Creek Community Development District

Parcel "A"

A part of Sections 31 and 38, Township 6 South, Range 28 East, together with a part of Sections 6, 38 and 41, Township 7 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: for a Point of Reference, commence at the intersection of the Southerly line of said Section 41, Township 7 South, Range 28 East, with the Westerly right-of-way line of County Road no. 13a (a 100.00 foot right-of-way as now established); thence North 71°03'40" West, along the said South line of Section 41, a distance of 1065.59 feet to the Point of Beginning; thence continue North 71°03'40" West, along the Southerly line of said Section 41, a distance of 3030.75 feet; thence North 60°13'49" West, continuing along said Section line, a distance of 1734.02 feet to the common corner to Sections 41, 5 and 6; thence South 03°24'47" East, along the Easterly line of said Section 6, a distance of 3052.10 feet; thence South 03°20'35" East, along the Easterly line of said Section 38, a distance of 2086.25 feet; thence North 86°59'59" West, a distance of 863.15 feet to the waters of Six Mile Creek; thence North 46°05'12" West, along the waters of said Six Mile Creek, a distance of 1430.00 feet; thence North 45°06'48" West, along the waters of Six Mile Creek, a distance of 1973.08 feet; thence North 15°52'42" West, along the waters of said Six Mile Creek, a distance of 639.84 feet; thence North 07°08'17" East, a distance of 540.00 feet to a point in the division line between Section 6 and 38; thence North 89°07'35" West, along said division line, a distance of 540.00 feet; thence North 01°20'11" West, along the Westerly line of the North 28 acres of the Northeast one quarter and Northwest one quarter of said Section Six, a distance of 2665.80 feet to a point in said Six Mile Creek; thence with the waters of said Six Mile Creek, the following fourteen (14) courses: course no. 1) North 21°46'57" West, a distance of 115.71 feet; course no. 2) North 04°03'00" West, a distance of 471.70 feet; course no. 3) North 15°30'16" West, a distance of 530.00 feet; course no. 4) North 74°15'52" West, a distance of 160.00 feet; course no. 5) North 31°54'28" West, a distance of 147.65 feet; course no. 6) North 14°54'52" West, a distance of 655.70 feet; course no. 7) North 58°35'33" West, a distance of 336.17 feet; course no. 8) North 38°53'09" West, a distance of 291.63 feet; course no. 9) North 07°47'32" East, a distance of 480.55 feet; course no. 10) North 31°04'47" West, a distance of 88.74 feet; course no. 11) North 20°38'46" East, a distance of 219.13 feet; course no. 12) North 32°56'28" West, a distance of 141.49 feet; course no. 13) North 08°25'22" East, a distance of 515.92 feet; course no. 14) North 15°06'25" West, a distance of 651.10 feet; thence North 77°45'24" East, leaving the waters of Six Mile Creek, a distance of 2251.55 feet; thence South 40°06'20" East, a distance of 3560.03 feet; thence South 85°45'56" East, a distance of 4260.63 feet to a point in the division line between said Section 38 and Section 37; thence South 01°06'48" East, along said Westerly line of Section 37, a distance of 258.39 feet to the Southwest corner of said Section 37; thence South 89°40'57" East, along the South line of said Section 37, a distance of 1179.79 feet to the Northwest corner of a 30.00 foot wide drainage easement, as recorded in deed book 182, page 133; thence South 37°05'42" East, a distance of 930.18 feet; thence South 12°23'05" West, along a line parallel with and lying 50.00 foot Westerly of when measured at right angles to the Westerly right-of-way line of state road no. 13a (a 100.00 foot right-of-way as now established), a distance of 1482.90 feet to the point of curve, concave Easterly, having a radius of 2392.01 feet; thence Southwesterly, continuing along said parallel line and along the arc of said curve, an arc distance of 604.31 feet, said arc being subtended by a chord bearing of South 05°08'51" West and a chord distance of 602.70 feet to the point of tangency of said curve; thence South 02°05'24" East, continuing along said parallel line, a distance of 868.99 feet; thence South 87°54'35" West, leaving said parallel line, a distance of 944.62 feet; thence South 02°05'25" East, a distance of 759.38 feet to the Point of Beginning.

Together with the following described lands:

Parcel "B"

A portion of Section 5, Township 7 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northeasterly corner of Section 6, Township 7 South, Range 28 East, also being the Northwesterly corner of said Section 5, said corner lying on the Southwesterly line of Section 41 of the Antonio Huertas Grant, Township 7 South, Range 28 East; thence South 60°13'49" East, along said Southwesterly line of Section 41, a distance of 1417.28 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 5121, page 710, of the Public Records of said county; thence South 01°22'46" East, departing said Southwesterly line and along the Westerly line of last said lands, 2320.32 feet to the Southwesterly corner thereof, also being the Southeasterly corner of those lands described and recorded in Official Records Book 3781, page 1556 of said Public Records; thence South 88°46'30" West, along the Southerly line of last said lands, 1104.63 feet to a point lying on the Easterly line of Section 38 of the Jose Papy Grant, Township 7 South, Range 28 East; thence North 03°20'35" West, along said Easterly line, 0.28 feet; thence North 03°24'47" West, continuing along said Easterly line and along the Easterly line of said Section 6, a distance of 3052.10 feet to the Point of Beginning.

Subject to an easement for ingress and egress over and across the South 60 feet of the above described property, (as to Parcel "B"), per Official Records Book 3781, page 1556, of the Public Records of said county.

Containing 1359.93 acres, more or less.



LEGAL DESCRIPTION - DISTRICT BOUNDARY

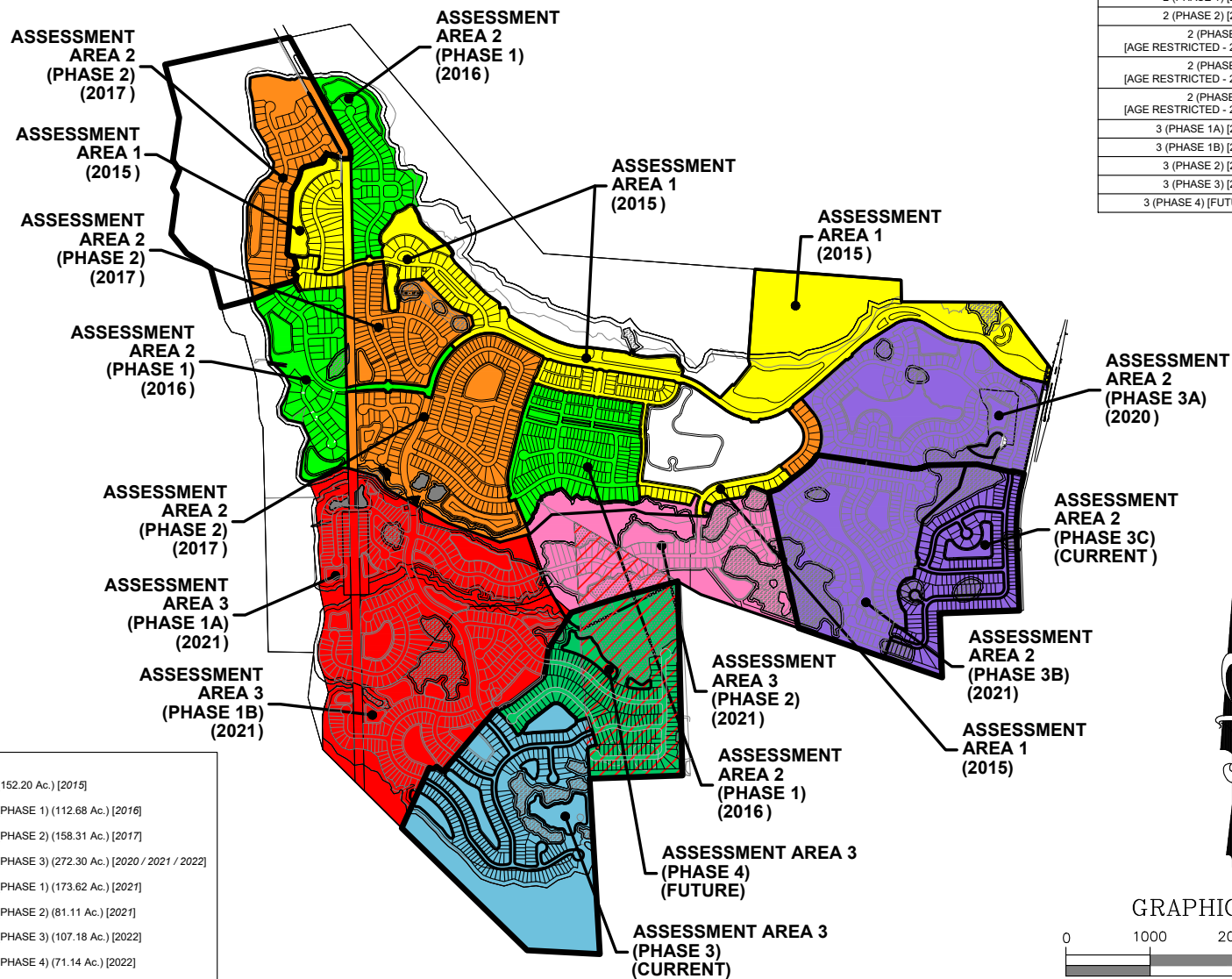
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: 1" = 3,000'

PLATE NO: 3



ASSESSMENT AREA	LOTS					TOTAL
	43'	53'	63'	70'	80'	
1 [2015]	20	32	81	19	-	152
2 (PHASE 1) [2016]	160	-	63	21	61	305
2 (PHASE 2) [2017]	69	216	34	8	71	398
2 (PHASE 3A) [AGE RESTRICTED - 2020]	57	62	62	-	-	181
2 (PHASE 3B) [AGE RESTRICTED - 2021]	91	83	41	-	-	215
2 (PHASE 3C) [AGE RESTRICTED - 2023]	71	78	33	-	-	182
3 (PHASE 1A) [2021]	76	74	45	-	-	195
3 (PHASE 1B) [2021]	108	61	3	-	-	172
3 (PHASE 2) [2021]	-	-	75	-	-	75
3 (PHASE 3) [2023]	119	64	20	-	-	203
3 (PHASE 4) [FUTURE]	93	87	15	-	-	195

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:

COURSE NO. 1: NORTH 02°05'24" WEST, 869.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: 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; COURSE NO. 3: NORTH 12°23'05" EAST, 160.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 51.28 ACRES, MORE OR LESS.



LEGAL DESCRIPTION - ASSESSMENT AREA 2 (PHASE 3C)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: N.T.S.

PLATE NO: 5

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



LEGAL DESCRIPTION - ASSESSMENT AREA 3 (PHASE 3)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: N/A

PLATE NO: 6

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.



LEGAL DESCRIPTION - ASSESSMENT AREA 3 (PHASE 3)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: N/A

PLATE NO: 6A



NOTE: LABELED LIFT STATIONS
HAVE NOT YET BEEN CONSTRUCTED



**England-Thimys
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ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
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Fax No. (904) 646-9485

SANITARY SEWER LIFT STATION

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

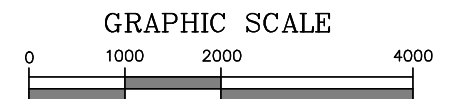
DATE: JUNE 1, 2023

SCALE: 1" = 2,000'

PLATE NO: 7



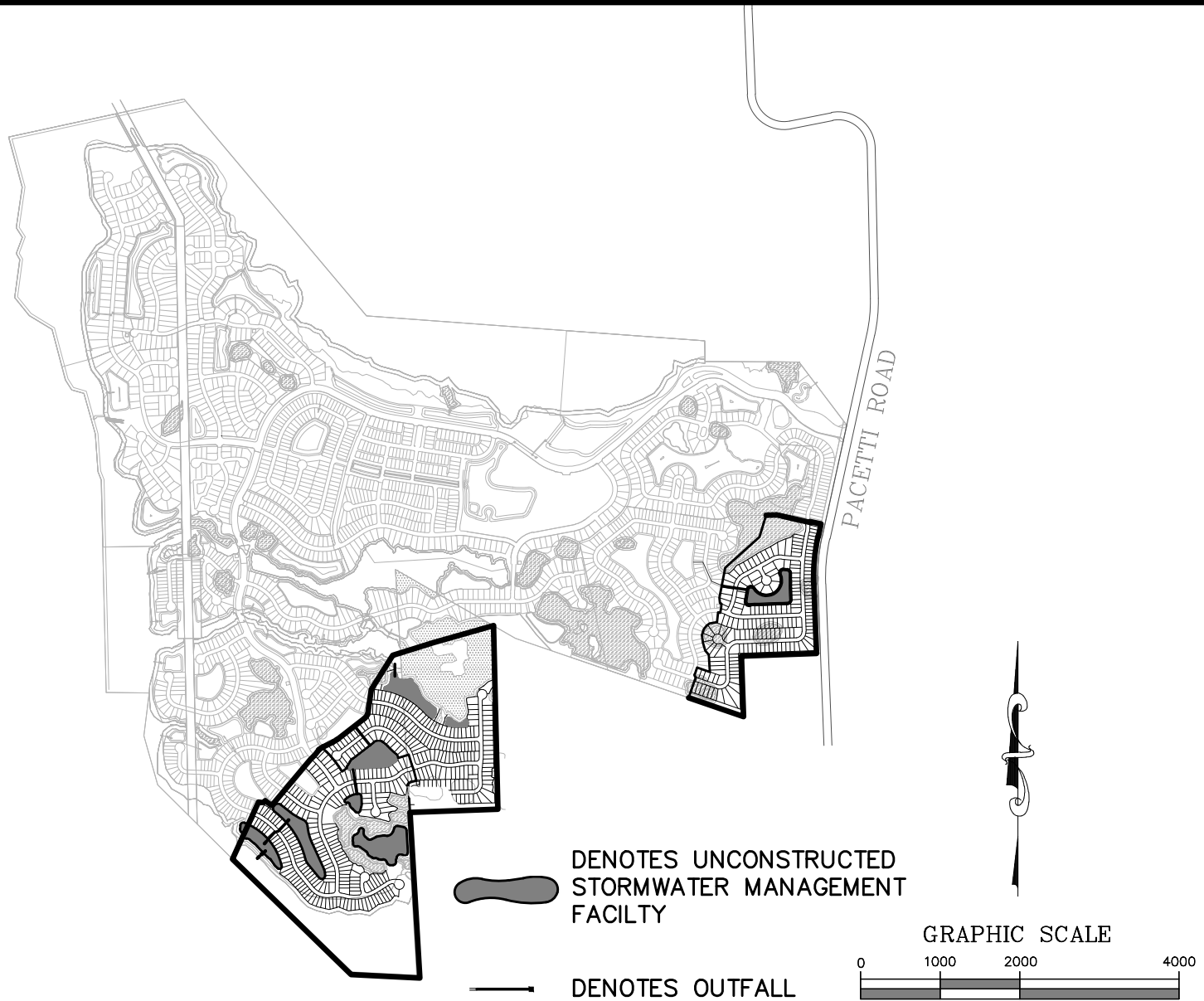
L DENOTES SERIES 2023
 AA 2-3C & AA 3-3 PROJECT
 FORCEMAIN



**England-Thims
& Miller, Inc.**
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
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 Fax No. (904) 646-9485

**SANITARY SEWER FORCEMAINS
 (SERIES 2023 AA 2-3C & AA 3-3 PROJECT)
 SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM. NO. 22-264
 DATE: JUNE 1, 2023
 SCALE: 1" = 2,000'
 PLATE NO: 8



STORMWATER MANAGEMENT PLAN

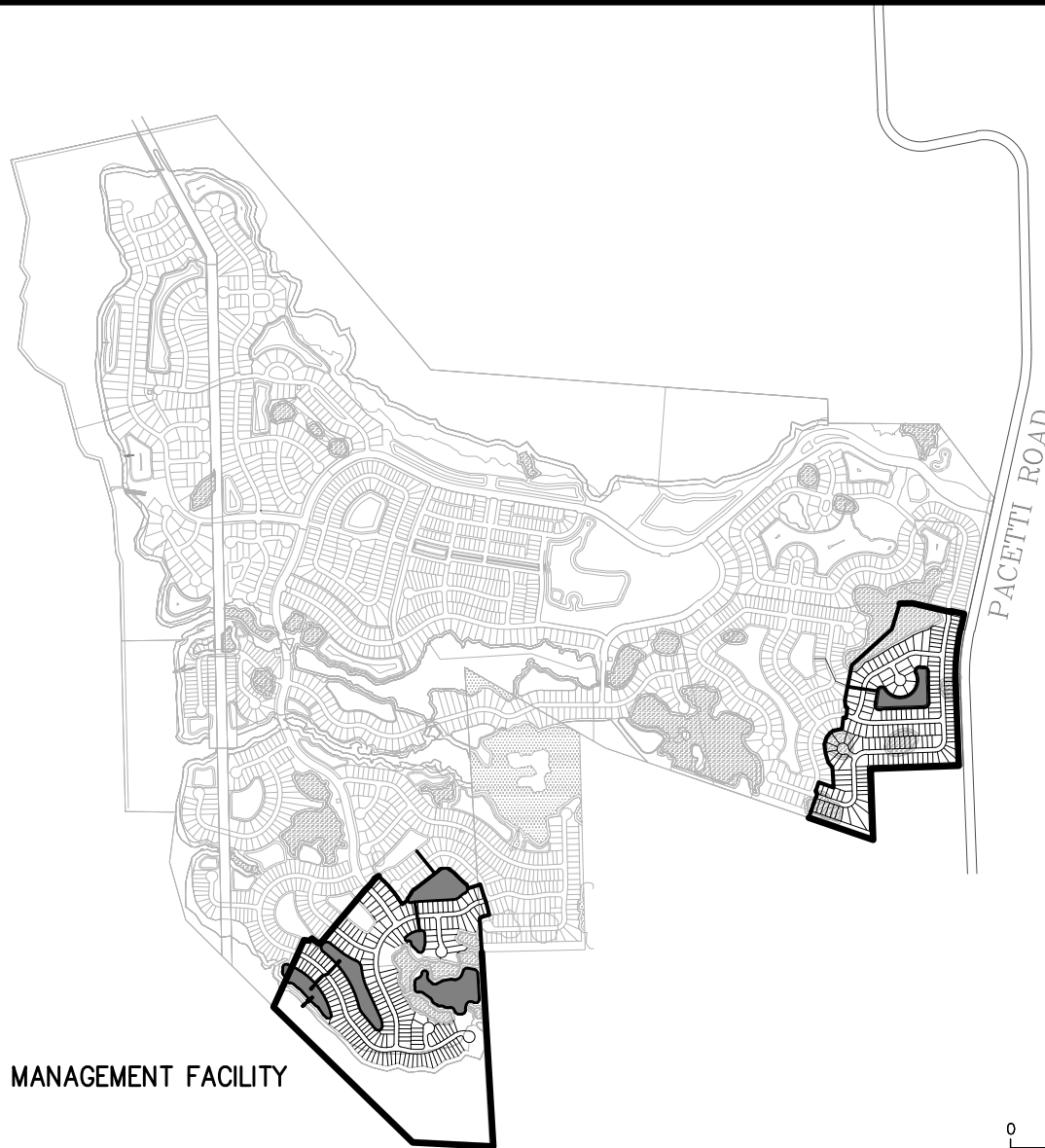
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT



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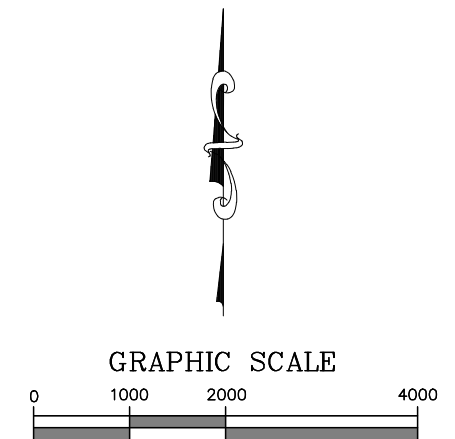
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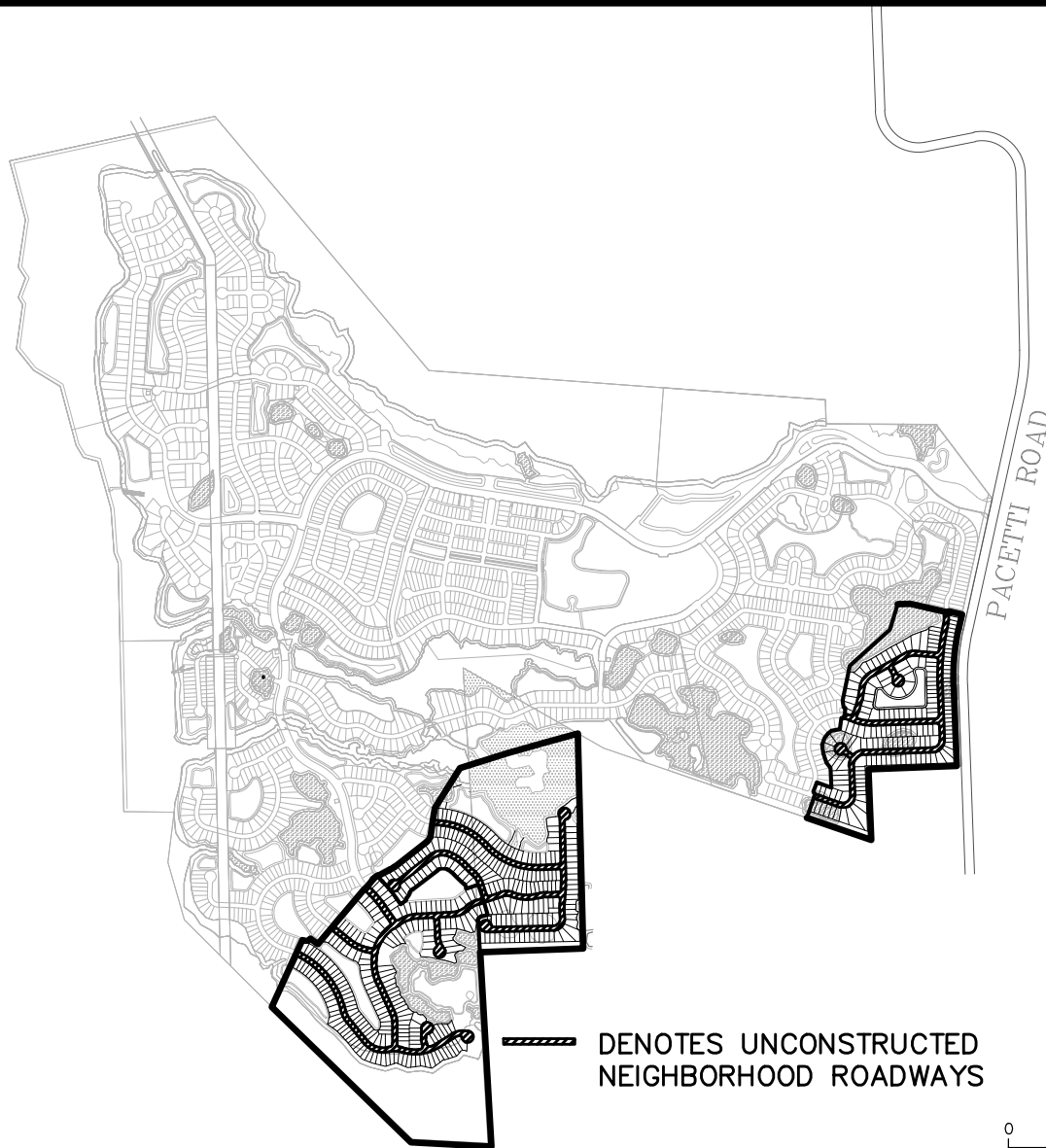
SCALE: 1" = 2,000'

PLATE NO: 9



-  DENOTES SERIES 2023
 AA 2-3C & AA 3-3
 PROJECT STORMWATER MANAGEMENT FACILITY
-  DENOTES SERIES 2023
 AA 2-3C & AA 3-3
 PROJECT OUTFALL





NEIGHBORHOOD ROADWAYS

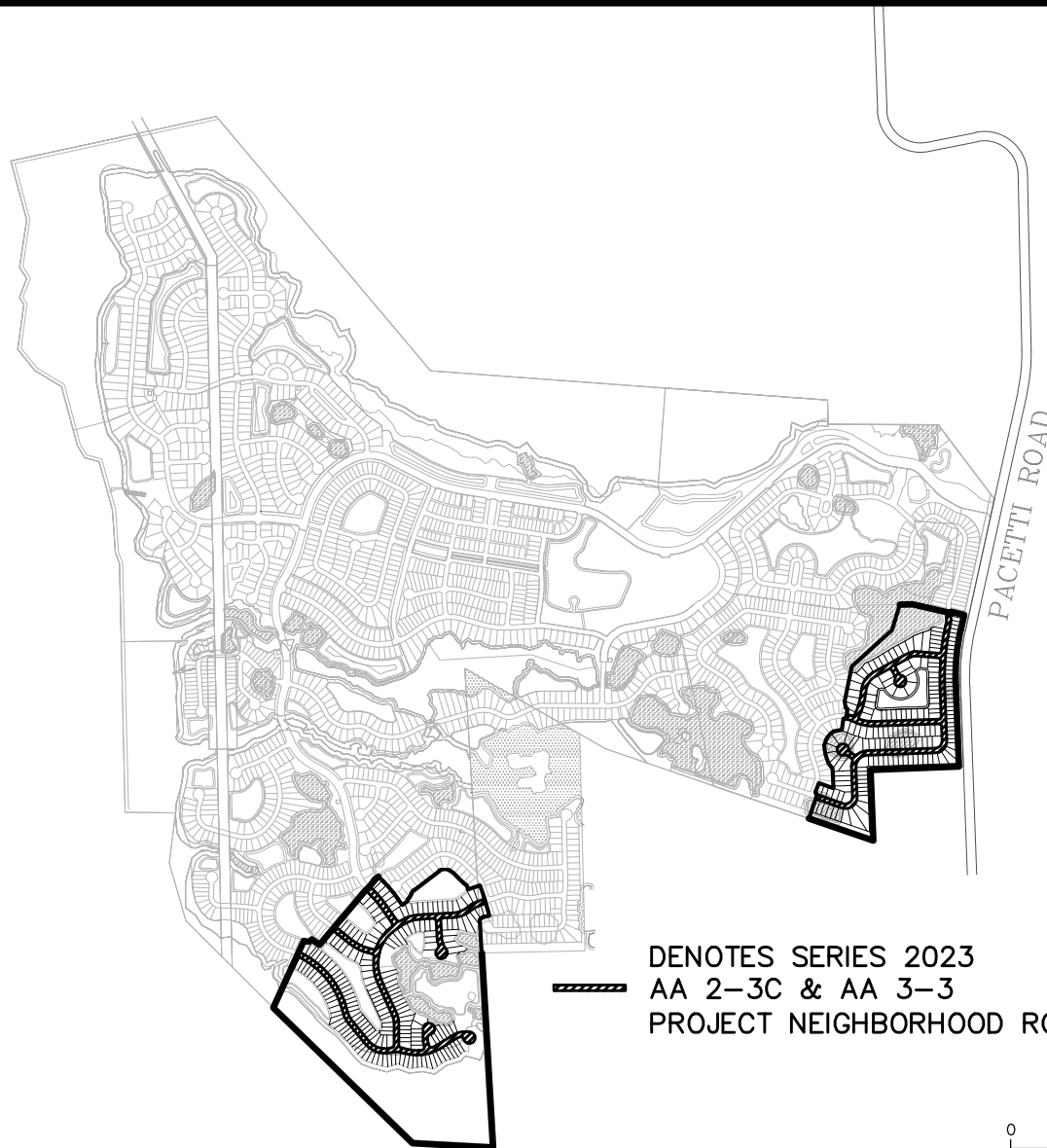
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: 1" = 2,000'

PLATE NO: 10



**England-Thimys
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**NEIGHBORHOOD ROADWAYS
(SERIES 2023 AA 2-3C & AA 3-3 PROJECT)
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM. NO. 22-264

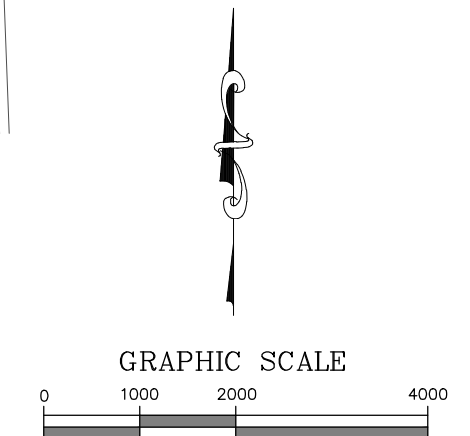
DATE: JUNE 1, 2023

SCALE: 1" = 2,000'

PLATE NO: 10A



● DENOTES APPROXIMATE STREET LIGHT LOCATION FOR STREET LIGHTS NOT YET INSTALLED



**England-Thims
& Miller, Inc.**

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SURVEYORS - LANDSCAPE ARCHITECTS
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STREET LIGHTING

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

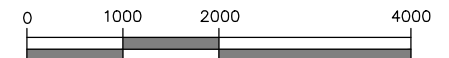
SCALE: 1" = 2,000'

PLATE NO: 11



● DENOTES APPROXIMATE SERIES 2023
AA 2-3C & AA 3-3
PROJECT STREET LIGHT LOCATION

GRAPHIC SCALE



**England-Thimys
& Miller, Inc.**
ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32256
Certificate of Authorization No.: 2584
Phone No. (904) 642-8990
Fax No. (904) 646-9485

**STREET LIGHTING
(SERIES 2023 AA 2-3C & AA 3-3 PROJECT)
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: 1" = 2,000'

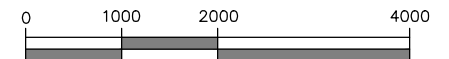
PLATE NO: 11A



— DENOTES UNCONSTRUCTED
WATER MAIN



GRAPHIC SCALE



**England-Thims
& Miller, Inc.**
ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization No.: 2584
Phone No. (904) 642-8990
Fax No. (904) 646-9485

WATER DISTRIBUTION SYSTEM

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: 1" = 2,000'

PLATE NO: 12



——— DENOTES SERIES 2023
 AA 2-3C & AA 3-3
 PROJECT WATER MAIN



**England-Thimys
& Miller, Inc.**

ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No.: 2584
 Phone No. (904) 642-8990
 Fax No. (904) 646-9485

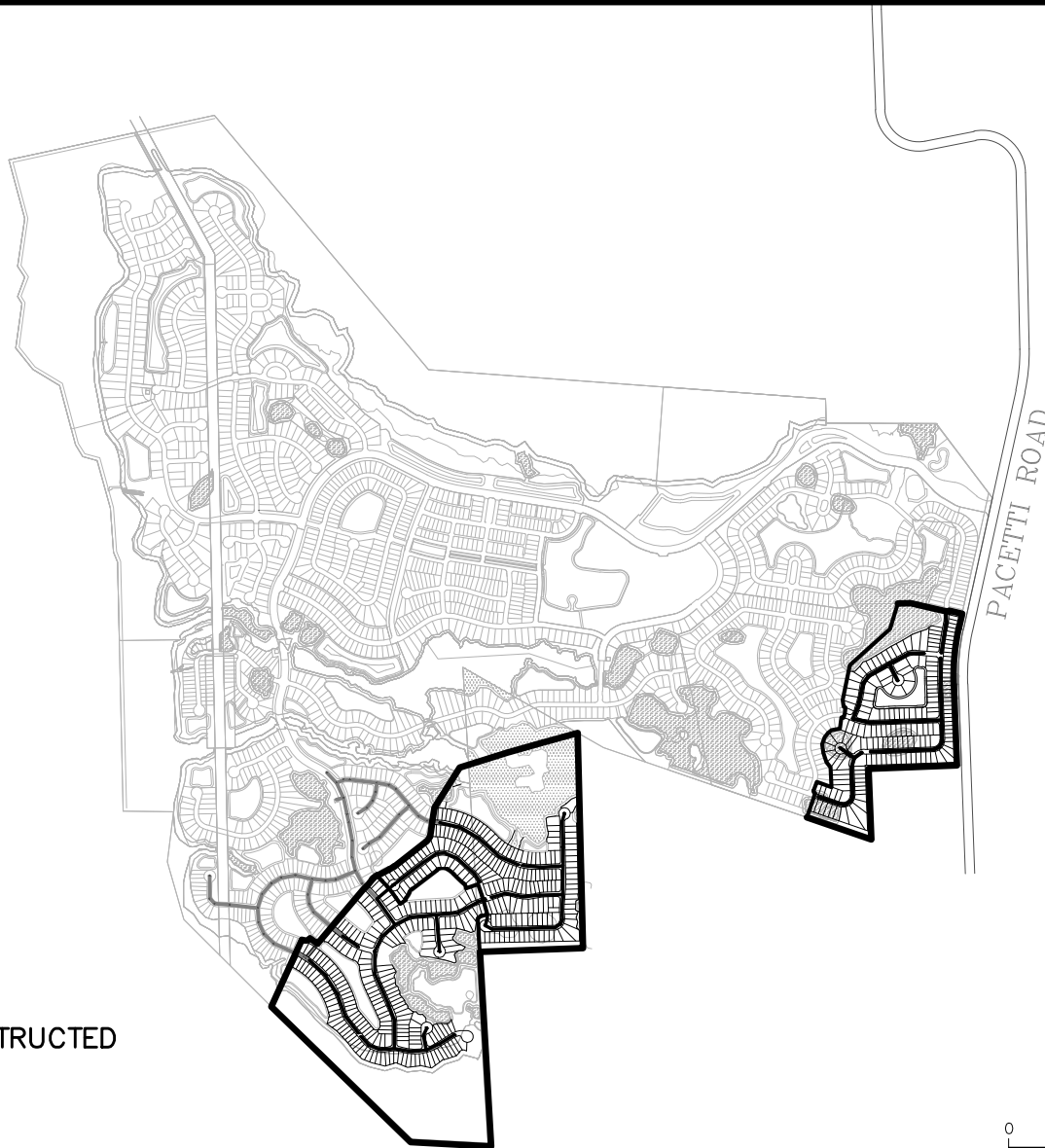
**WATER DISTRIBUTION SYSTEM
 (SERIES 2023 AA 2-3C & AA 3-3 PROJECT)
 SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: 1" = 2,000'

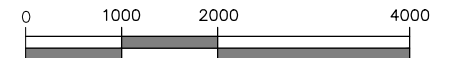
PLATE NO: 12A



—— DENOTES UNCONSTRUCTED
SANITARY SEWER



GRAPHIC SCALE



**England-Thims
& Miller, Inc.**
ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32256
Certificate of Authorization No.: 2584
Phone No. (904) 642-8990
Fax No. (904) 646-9485

SANITARY SEWER COLLECTION SYSTEM

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

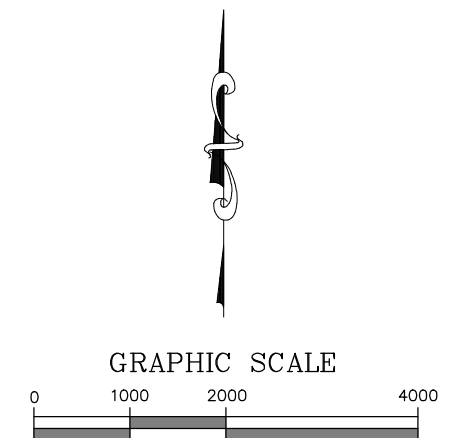
DATE: JUNE 1, 2023

SCALE: 1" = 2,000'

PLATE NO: 13



— DENOTES SERIES 2023
AA 2-3C & AA 3-3
PROJECT SANITARY SEWER



**England-Thimys
& Miller, Inc.**
ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization No.: 2584
Phone No. (904) 642-8990
Fax No. (904) 646-9485

**SANITARY SEWER COLLECTION SYSTEM
(SERIES 2023 AA 2-3C & AA 3-3 PROJECT)**
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264
DATE: JUNE 1, 2023
SCALE: 1" = 2,000'
PLATE NO: 13A

Composite Exhibit B

Six Mile Creek Community Development District

**Supplemental Special Assessment Methodology Report
for the Series 2023 Capital Improvement Revenue
Bonds Assessment Area 3 Phase 3, Assessment Area 2
Phase 3C**

June 14, 2023

Prepared by

Governmental Management Services, LLC

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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.

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, Assessment Area 3 Phase 4, Assessment Area 2 Phase 3C* dated September 21, 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 AA2-3C that will secure the \$10,515,000 Capital Improvement Revenue Bonds, Series 2023 Project Area (the "Series 2023 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 3A and 3B with 182 additional lots in Phase 3C planned, which will be subject to the Series 2023 Assessments securing the Series 2023 Bonds

Assessment Area 3 consists of approximately 550 acres and is planned for approximately 840 residential lots. 367 lots have platted in Phase 1; 75 lots have platted in Phase 2. 203 lots are planned for Phase 3, which will be subject to the Series 2023 Assessments securing the Series 2023 Bonds.

1.1.3 The 2007, 2015, 2016, 2017, 2020, 2021 and 2023 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 Series 2022 AA2-3c, AA3-3 & AA3-4 Capital Improvements

dated September 2, 2022, and the Supplemental Engineers Report for the Series 2023 AA2-3C & AA3-3 dated June 5, 2023 (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 2023 Bonds, secured by Special assessments levied on AA2-3C and AA3-3. The *Six Mile Creek Community Development District Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023, ("2023 Project Engineer's Report") describes the project, which will be partially funded by the Series 2023 Bonds. It is anticipated that the proceeds of the Series 2023 Bonds will be deposited into two separate construction funds, one fund for each assessment area securing the Series 2023 Bonds. The assessment areas securing the Series 2023 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 2023 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 2023 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, and the AA2-3C Assessments. The Development Plan may change dependent upon future market conditions.

2.2 Bond Description

The Series 2023 Bonds are planned to be issued with a thirty-year term and an average coupon rate of 5.63%. Interest is capitalized for 10 months and the Debt Service Reserve Fund ("DSRF") is equal to the annual Maximum Annual Debt Service ("MADS") of \$727,675.

The Series 2023 Bonds are to be issued at a par amount of \$10,515,000. 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 2023 Bonds fund a portion of the improvements described in the Series 2023 project Engineer's Report (the "Series 2023 Project"), which describes improvements for each of the assessment areas securing the Series 2023 Bonds. Specifically, the Series 2023 Project consists of the improvements associated with AA3-3 which are estimated at \$13,479,650 and associated with AA2-3C which are estimated at \$13,642,000. The Series 2023 Bonds will provide for construction funds in the approximate amount of \$3,908,487 and \$4,077,809 respectively. The remaining portion of the net proceeds from the Series 2023 Bonds will be used to

redeem the remaining \$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"). The Phase 3 Amenity will be utilized and funded by assessments levied on the land only in Assessment Area 2, Phase 3. 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. The Phase 3 Amenity is funded by debt Assessments levied on the development units in Assessment Area 2, Phases 3A, 3B, and 3C, as well as developer funding in the event bond proceeds are not adequate to fund the amenity. Operation and maintenance of the amenity will be funded through O&M Assessments levied on only 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 2023 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 of 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 2023 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 non-ad 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 developable 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 2023 Bonds are anticipated to be in the principal amount of \$10,515,000. 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 \$66,357. 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 \$66,357. If the remaining undeveloped property has debt in excess of \$66,357 per developable 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 2023 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 2023
AA3-3, AA2-3C

LAND USE	ERU	AA3-3 UNITS	AA3-3 TOTAL ERUS
43' LOT	0.8	119	95.2
53' LOT	1	64	64
63' LOT	1.2	20	24
TOTAL		203	183.2

LAND USE	ERU	AA2-3C UNITS	AA2-3C 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
GRAND TOTAL		385	357.60

<p align="center">TABLE 2 Six Mile Creek CDD Infrastructure Cost Estimates AA2-3C, AA3-3</p>

Neighborhood Infrastructure Improvements AA2-3C	Total Cost Estimates
Master Infrastructure	
Traffic Signal	375,000
Common Area Landscape/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 Landscape/Hardscape	450,000
Total Costs (approx.)	13,642,000

Neighborhood Infrastructure Improvements AA3-3	Total Cost Estimates
Master Infrastructure	
Traffic Signal	375,000
Common Area Landscape/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 Landscape/Hardscape	250,000
Total Costs (approx.)	13,479,650

Information provided by England, Thims & Miller, , Inc.
Supplemental Engineer's Report Dated June 5, 2023

<p align="center">TABLE 3</p> <p align="center">Six Mile Creek Community Development District</p> <p align="center">Sources and Uses Series 2023</p> <p align="center">AA3-3, AA2-3C</p>
--

Sources:

SERIES 2023

Bond Proceeds - Par Amount	10,515,000
----------------------------	------------

Total Sources of Funds

10,515,000

Uses:

Construction Funds AA3-3	4,077,809
Construction Funds AA2-3C	3,908,487
Debt Service Reserve Fund MADS	727,675
Interest Reserve	490,481
Cost of Issuance	173,733
Underwriter's Discount	210,300
Redemption of Series 2016B Bonds	865,323

Total Uses of Funds

10,453,808

Principal Amortization Installments	30
Average Coupon	5.631026%
Par Amount	10,515,000
Maximum Annual Debt Service	727,675
Capitalized Interest Through	05/01/24
Maturity	5/1/2054

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 Planned Units	ERU Per Unit (1)	Total ERU's	Improvement Costs Per Product Type	Benefit Per Unit	Allocation of Series 2023 Par Debt	Series 2023 Par Debt per Unit
43' LOT	119	0.80	95.2	7,004,709	58,863	2,431,750	20,435
53' LOT	64	1.00	64	4,709,048	73,579	1,611,979	25,187
63' LOT	20	1.20	24	1,765,893	88,295	598,789	29,939
TOTAL	203		183.2	13,479,650		4,642,519	

AA2-3C

Development Type	Number of Planned Units	ERU Per Unit (1)	Total ERU's	Improvement Costs Per Product Type	Benefit Per Unit	Allocation of Series 2023 Par Debt	Series 2023 Par Debt per Unit
43' LOT	71	0.80	56.8	4,443,037	62,578	2,120,882	29,872
53' LOT	78	1.00	78	6,101,353	78,222	2,541,800	32,587
63' LOT	33	1.20	39.6	3,097,610	93,867	1,209,799	36,661
TOTAL	182		174.4	13,642,000		5,872,481	

(1) Based on the Supplemental Master Assessment Methodology Report dated September 21, 2022

TABLE 5
Six Mile Creek Community Development District
Par Debt and Debt Service Allocations Series 2023
AA3-3, AA2-3C

AA3-3 LAND USE	AA3-3 # UNITS	PAR DEBT PER UNIT SERIES 2023 AA3-3	TOTAL SERIES 2023 AA3-3 PAR DEBT	SERIES 2023 AA3-3 NET ANNUAL PER UNIT	TOTAL SERIES 2023 AA3-3 MAX ANNUAL	SERIES 2023 AA3- 3 ANNUAL PER UNIT GROSS TAX BILL
43' LOT	119	20,435	2,431,750	1,414	168,286	1,504
53' LOT	64	25,187	1,611,979	1,743	111,555	1,854
63' LOT	20	29,939	598,789	2,072	41,438	2,204
TOTAL	203		4,642,519		321,279	

AA2-3C LAND USE	AA2-3C # UNITS	PAR DEBT PER UNIT SERIES 2023 AA2-3C	TOTAL SERIES 2023 AA2-3C PAR DEBT	SERIES 2023 AA2-3C NET ANNUAL PER UNIT	TOTAL SERIES 2023 AA2-3C MAX ANNUAL	SERIES 2023 AA2- 3C ANNUAL PER UNIT GROSS TAX BILL
43' LOT	71	29,872	2,120,882	2,067	146,773	2,199
53' LOT	78	32,587	2,541,800	2,255	175,901	2,399
63' LOT	33	36,661	1,209,799	2,537	83,722	2,699
TOTAL	182		5,872,481		406,396	
GRAND TOTAL	385		10,515,000		727,675	

TABLE 6
Six Mile Creek Community Development District
Assessment Roll Series 2023
AA3-3, AA2-3C

PARCEL	OWNER	ASESSMENT AREAS	ACRES	PAR DEBT	MAX ANNUAL
LEGAL ATTACHED	SIX MILE CREEK INVESTMENT GROUP LLC	AA3-3, AA2-3C	158.46	10,515,000	727,675

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 OFFICIAL RECORDS BOOK 1335, PAGE 322 OF SAID PUBLIC RECORDS; THENCE NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE NO. 1: NORTH 02°05'24" WEST, 869.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: 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; COURSE NO. 3: NORTH 12°23'05" EAST, 160.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 51.28 ACRES, MORE OR LESS.



LEGAL DESCRIPTION - ASSESSMENT AREA 2 (PHASE 3C)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: N.T.S.

PLATE NO: 5

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



England & Miller, Inc.
ENGINEERS • PLANNERS
SURVEYORS • LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization No.: 2584
Phone No. (904) 646-5890
Fax No. (904) 646-5465

LEGAL DESCRIPTION - ASSESSMENT AREA 3 (PHASE 3)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: N/A

PLATE NO: 6

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.



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LEGAL DESCRIPTION - ASSESSMENT AREA 3 (PHASE 3)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM. NO. 22-264

DATE: JUNE 1, 2023

SCALE: N/A

PLATE NO: 6A

Exhibit C
Maturities and Coupon of 2023 Bonds

Six Mile Creek Community Development District
Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2030	990,000	4.750%	4.820%	99.590
Term 2:	05/01/2043	3,600,000	5.500%	5.530%	99.633
Term 3:	05/01/2054	5,925,000	5.700%	5.750%	99.273
		10,515,000			

Exhibit D

SOURCES AND USES OF FUNDS

Six Mile Creek Community Development District
Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area)

Sources:

Bond Proceeds:

Par Amount	10,515,000.00
Original Issue Discount	<u>-60,345.75</u>
	10,454,654.25

Other Sources of Funds:

Transfer of 2016B Reserve Account	53,168.75
Transfer of 2016B Revenue Account	2,739.25
Transfer of 2016B Prepayment Account	2,089.25
Transfer of 2016B Construction Account	<u>1,255.59</u>
	59,252.84

10,513,907.09

Uses:

Project Fund Deposits:

Assessment Area 2 Ph 3C Subaccount	4,077,809.14
Assessment Area 3 Ph 3 Subaccount	<u>3,908,486.50</u>
	7,986,295.64

Refunding Escrow Deposits:

Cash Deposit	925,422.20
--------------	------------

Other Fund Deposits:

DSRF (MADS w/ release)	727,675.00
Capitalized Interest Fund (through 5/1/24)	<u>490,481.25</u>
	1,218,156.25

Delivery Date Expenses:

Cost of Issuance	173,733.00
Underwriter's Discount	<u>210,300.00</u>
	384,033.00

10,513,907.09

Exhibit E

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2023			199,106.25	199,106.25	199,106.25
05/01/2024			291,375.00	291,375.00	
11/01/2024			291,375.00	291,375.00	582,750.00
05/01/2025	145,000	4.750%	291,375.00	436,375.00	
11/01/2025			287,931.25	287,931.25	724,306.25
05/01/2026	155,000	4.750%	287,931.25	442,931.25	
11/01/2026			284,250.00	284,250.00	727,181.25
05/01/2027	160,000	4.750%	284,250.00	444,250.00	
11/01/2027			280,450.00	280,450.00	724,700.00
05/01/2028	170,000	4.750%	280,450.00	450,450.00	
11/01/2028			276,412.50	276,412.50	726,862.50
05/01/2029	175,000	4.750%	276,412.50	451,412.50	
11/01/2029			272,256.25	272,256.25	723,668.75
05/01/2030	185,000	4.750%	272,256.25	457,256.25	
11/01/2030			267,862.50	267,862.50	725,118.75
05/01/2031	195,000	5.500%	267,862.50	462,862.50	
11/01/2031			262,500.00	262,500.00	725,362.50
05/01/2032	205,000	5.500%	262,500.00	467,500.00	
11/01/2032			256,862.50	256,862.50	724,362.50
05/01/2033	220,000	5.500%	256,862.50	476,862.50	
11/01/2033			250,812.50	250,812.50	727,675.00
05/01/2034	230,000	5.500%	250,812.50	480,812.50	
11/01/2034			244,487.50	244,487.50	725,300.00
05/01/2035	245,000	5.500%	244,487.50	489,487.50	
11/01/2035			237,750.00	237,750.00	727,237.50
05/01/2036	255,000	5.500%	237,750.00	492,750.00	
11/01/2036			230,737.50	230,737.50	723,487.50
05/01/2037	270,000	5.500%	230,737.50	500,737.50	
11/01/2037			223,312.50	223,312.50	724,050.00
05/01/2038	285,000	5.500%	223,312.50	508,312.50	
11/01/2038			215,475.00	215,475.00	723,787.50
05/01/2039	305,000	5.500%	215,475.00	520,475.00	
11/01/2039			207,087.50	207,087.50	727,562.50
05/01/2040	320,000	5.500%	207,087.50	527,087.50	
11/01/2040			198,287.50	198,287.50	725,375.00
05/01/2041	340,000	5.500%	198,287.50	538,287.50	
11/01/2041			188,937.50	188,937.50	727,225.00
05/01/2042	355,000	5.500%	188,937.50	543,937.50	
11/01/2042			179,175.00	179,175.00	723,112.50
05/01/2043	375,000	5.500%	179,175.00	554,175.00	
11/01/2043			168,862.50	168,862.50	723,037.50
05/01/2044	400,000	5.700%	168,862.50	568,862.50	
11/01/2044			157,462.50	157,462.50	726,325.00
05/01/2045	420,000	5.700%	157,462.50	577,462.50	
11/01/2045			145,492.50	145,492.50	722,955.00
05/01/2046	445,000	5.700%	145,492.50	590,492.50	
11/01/2046			132,810.00	132,810.00	723,302.50
05/01/2047	475,000	5.700%	132,810.00	607,810.00	
11/01/2047			119,272.50	119,272.50	727,082.50
05/01/2048	500,000	5.700%	119,272.50	619,272.50	
11/01/2048			105,022.50	105,022.50	724,295.00
05/01/2049	530,000	5.700%	105,022.50	635,022.50	
11/01/2049			89,917.50	89,917.50	724,940.00
05/01/2050	560,000	5.700%	89,917.50	649,917.50	
11/01/2050			73,957.50	73,957.50	723,875.00

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2051	595,000	5.700%	73,957.50	668,957.50	
11/01/2051			57,000.00	57,000.00	725,957.50
05/01/2052	630,000	5.700%	57,000.00	687,000.00	
11/01/2052			39,045.00	39,045.00	726,045.00
05/01/2053	665,000	5.700%	39,045.00	704,045.00	
11/01/2053			20,092.50	20,092.50	724,137.50
05/01/2054	705,000	5.700%	20,092.50	725,092.50	
11/01/2054					725,092.50
	10,515,000		12,020,276.25	22,535,276.25	22,535,276.25

THIRD ORDER OF BUSINESS

A.

**ACKNOWLEDGMENT OF THE CONTINUED EFFECTIVENESS OF THE
AGREEMENT BETWEEN THE SIX MILE CREEK COMMUNITY DEVELOPMENT
DISTRICT AND SIX MILE CREEK INVESTMENT GROUP, LLC REGARDING THE
ACQUISITION OF CERTAIN WORK PRODUCT, IMPROVEMENTS AND REAL
PROPERTY**

THIS ACKNOWLEDGMENT is entered into this 28th day of June, 2023 by and between:

Six Mile Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”); and

Six Mile Creek Investment Group, LLC, a Delaware limited liability company and a landowner in the District, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“Developer”).

RECITALS

WHEREAS, Developer is the owner and/or developer of certain lands located within the boundaries of the District (hereinafter the "Development"); and

WHEREAS, the District is a special district which was established to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands including the Development; and

WHEREAS, in conjunction with the issuance of the District’s \$7,315,000 Six Mile Creek Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2016A (Assessment Area 2) and its \$6,720,000 Six Mile Creek Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2016B (Assessment Area 2) (collectively the “2016 Bonds”), the District and the Developer entered into that certain AGREEMENT BETWEEN THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT AND SIX MILE CREEK INVESTMENT GROUP, LLC REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, IMPROVEMENTS AND REAL PROPERTY dated April 29, 2016 (the “Acquisition Agreement”); and

WHEREAS, the District and Developer desire to acknowledge the continued effectiveness of the Acquisition Agreement in relation to the District’s \$10,515,000 Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) (the “2023 Bonds”).

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Developer agree as follows:

Section 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Acknowledgment.

Section 2. Developer and District hereby agree that the Acquisition Agreement shall remain in full force and effect with respect to the issuance of the 2023 Bonds and the use of the proceeds of the 2023 Bonds to acquire certain work product, improvements and real property described in the *Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023, as the 2023 Project.

Section 3. This instrument may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties execute this acknowledgement the day and year first written above.

Attest:

**Six Mile Creek
Community Development District**

Secretary/Assistant Secretary

Gregg Kern
Chairman, Board of Supervisors

IN WITNESS WHEREOF, the parties execute this acknowledgement the day and year first written above.

Witness:

Six Mile Creek Investment Group, LLC
a Delaware limited liability company

Name: Graydon E. Miars

Title: Vice President

Print Name of Witness

B.

This Instrument Prepared by
and return to:

Wesley S. Haber, Esq
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT'S
NOTICE OF SERIES 2023 SPECIAL ASSESSMENTS
(ASSESSMENT AREA 2, PHASE 3C AND ASSESSMENT AREA 3, PHASE 3)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Six Mile Creek Community Development District (the "District") in accordance with Chapters 170, 190 and 197, *Florida Statutes*, adopted Resolution Numbers 2022-22, 2022-23, 2023-02 and 2023-09 (the "Resolutions") providing for, levying and setting forth the terms of non-ad valorem special assessments constituting a governmental lien on real property within the boundaries of the District that are specially benefitted by the improvements described in the *Improvement Plan for the Purpose of Special Assessment Bonds*, dated December 1, 2006, as supplemented by that certain *Supplemental Engineers Report for Series 2007 Capital Improvements* dated May 25, 2007, *Supplemental Engineer's Report for Series 2014 Capital Improvements* dated November 12, 2014, *Supplemental Engineers Report for Series 2016 Capital Improvements* dated April 12, 2016, *Supplemental Engineer's Report for Series 2017 Capital Improvements* dated October 27, 2017, *Supplemental Engineers Report for Series 2020 Capital Improvements* dated June 2, 2020, *Supplemental Engineers Report for Series 2021 Capital Improvements* dated January 19, 2021, and the *Supplemental Engineers Report for Series 2021 AA2-3B & AA3-2 Capital Improvements* dated September 10, 2021, and the *Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023 (collectively, the "Engineer's Report"). To finance a portion of the costs of the improvements described in the Engineer's Report, the District issued Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) (the "Series 2023 Bonds"), which are secured by the non-ad valorem assessments levied by the Resolutions (collectively the "Series 2023 Special Assessments"). The legal description of the lands on which said Series 2023 Special Assessments are imposed is attached to this Notice as **Exhibit A** ("Lands"). As provided in the Resolutions, the Series 2023 Special Assessments do not apply to governmental properties dedicated by plat, including right-of-ways or common areas. Copies of the Engineer's Report and the Resolutions may be obtained by contacting the District at: Six Mile Creek Community Development District, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.

The Series 2023 Special Assessments provided for in the Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the Series 2023 Special Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

Notwithstanding anything to the contrary herein, as a result of a portion of the Series 2023 Bonds being used to redeem a portion of the District's Capital Improvement Revenue Bonds, Series 2016B (the "2016 Bonds"), the Lands no longer secure the 2016 Bonds and, as a result, the Lands are no longer subject to and are released from that certain *Declaration of Consent to Jurisdiction of Six Mile Creek Community Development District and to Imposition of Special Assessments* dated April 29, 2016 and recorded in Official Record Book 4189, Page 1615 of the Public Records of St. Johns County, Florida and that certain *Six Mile Creek Community Development District's Notice of Series 2016 Special Assessments* dated April 27, 2016 and recorded in Official Record Book 4185, Page 1195 of the Public Records of St. Johns County, Florida.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed as of the ____ day of June, 2023, and recorded in the Official Records of St. Johns County, Florida.

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witness
Print Name: _____

Gregg Kern
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of June, 2023, by Gregg Kern, as Chairman of the Board of Supervisors of Six Mile Creek Community Development District, for and on behalf of the District. He [____] is personally known to me or [____] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

Exhibit A: Legal Description

Exhibit A
Series 2023 Assessment Area
(Assessment Area 2, Phase 3C and Assessment Area 3, Phase 3)

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:

COURSE NO. 1: NORTH 02°05'24" WEST, 869.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: 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; COURSE NO. 3: NORTH 12°23'05" EAST, 160.63 FEET, TO THE POINT OF 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.

C.

**ACKNOWLEDGMENT OF THE CONTINUED EFFECTIVENESS OF THE
AGREEMENT BETWEEN THE SIX MILE CREEK COMMUNITY DEVELOPMENT
DISTRICT AND SIX MILE CREEK INVESTMENT GROUP, LLC REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS**

THIS ACKNOWLEDGMENT is entered into this 28th day of June, 2023 by and between:

Six Mile Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”); and

Six Mile Creek Investment Group, LLC, a Delaware limited liability company and a landowner in the District, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“Developer”).

RECITALS

WHEREAS, Developer is the owner and/or developer of certain lands located within the boundaries of the District (hereinafter the "Development"); and

WHEREAS, the District is a special district which was established to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands including the Development; and

WHEREAS, in conjunction with the issuance of the District’s \$7,315,000 Six Mile Creek Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2016A (Assessment Area 2) and its \$6,720,000 Six Mile Creek Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2016B (Assessment Area 2) (collectively the “2016 Bonds”), the District and the Developer entered into that certain AGREEMENT BETWEEN THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT AND SIX MILE CREEK INVESTMENT GROUP, LLC REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS (the “Completion Agreement”); and

WHEREAS, the District and Developer desire to acknowledge the continued effectiveness of the Completion Agreement in relation to the District’s \$10,515,000 Capital Improvement Revenue Bonds, Series 2023 (Series 2023 Project Area) (the “2023 Bonds”).

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Developer agree as follows:

Section 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Acknowledgment.

Section 2. Developer and District hereby agree that the Completion Agreement shall remain in full force and effect with respect to the issuance of the 2023 Bonds. Specifically, and without limiting the effectiveness of any other terms of the Completion Agreement, the Developer and the District agree and acknowledge that the 2023 Bonds will provide only a portion of the funds necessary to complete the Improvements, as such term is defined in the Completion Agreement, and that, in the event that the cost of the Improvements is such that the construction funds available from the 2023 Bonds proceeds, and any debt subsequently issued by the District to fund the Improvements, is insufficient to complete the Improvements, which determination shall be in the sole and exclusive discretion of the District, the Developer hereby agrees to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded in accordance with the Completion Agreement. The Developer and the District further agree and acknowledge that the term “Improvements” shall include the improvements described in that certain *Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023.

Section 3. This instrument may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties execute this acknowledgement the day and year first written above.

Attest:

**Six Mile Creek
Community Development District**

Secretary/Assistant Secretary

Gregg Kern
Chairman, Board of Supervisors

IN WITNESS WHEREOF, the parties execute this acknowledgement the day and year first written above.

Witness:

Six Mile Creek Investment Group, LLC
a Delaware limited liability company

Name: Graydon E. Miars
Title: Vice President

(Print Name of Witness)

D.

Prepared by and return to:
Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND
CONTRACT RIGHTS RELATING TO
THE DEVELOPMENT OF THE 2023 PROJECT**

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS RELATING TO THE DEVELOPMENT OF THE 2023 PROJECT (herein, the “**Assignment**”) is made this 28th day of June, 2023, by SIX MILE CREEK INVESTMENT GROUP, LLC, together with its successors and assigns (the “**Developer**” or “**Assignor**”), in favor of the SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida (together with its successors and assigns, the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District proposes to issue its \$10,515,000 Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) (the “Series 2023 Bonds”) to finance certain public infrastructure which will provide special benefit to the Lands (defined below) located within the geographical boundaries of the District (the “Development”); and

WHEREAS, the security for the repayment of the Series 2023 Bonds is the special assessments described in more detail in that certain *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, as supplemented by the *Supplemental Special Assessment Methodology Report for the Series 2023 Capital Improvement Revenue Bonds Assessment Area 3 Phase 3, Assessment Area 2 Phase 3C* dated June 14, 2023 (collectively the “Assessment Report”) levied against the real property located within Assessment Area 2, Phase 3C and Assessment Area 3, Phase 3 (the “2023 Assessments”), as such property is more specifically described in **Exhibit A** attached hereto (the “Lands”); and

WHEREAS, the Developer and District anticipate that the Development will be developed in accordance with the *Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023 (the “Engineer’s Report” or “Capital Improvement Program”) and the Assessment Report, and, in connection with such development, all lots intended to be subject to the 2023 Assessments will be fully developed and platted (the “Development Completion”); and

WHEREAS, the Engineer’s Report identifies certain master and neighborhood improvements that comprise the “2023 Project”; and

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Series 2023 Bonds will not receive the full benefit of their investment in the Series 2023 Bonds; and

WHEREAS, during the period in which the Lands are being developed and have yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2023 Assessments securing the Series 2023 Bonds; and

WHEREAS, in the event of default in the payment of the 2023 Assessments securing the Series 2023 Bonds, the District has certain remedies with respect to the lien of the 2023 Assessments as more particularly set forth herein; and

WHEREAS, if the 2023 Assessments are directly billed, the sole remedy available to the District would be an action in foreclosure; if the 2023 Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy for non-payment of the 2023 Assessments is the sale of tax certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below) to complete development of the Lands to the extent that, prior to such exercise, such Development & Contract Rights have not been previously assigned, transferred, or otherwise conveyed to an unaffiliated homebuilder resulting from the sale of any portion of the Lands in the ordinary course of business, St. Johns County, the District, any utility provider, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Development and shall only be inchoate until becoming effective and absolute assignment and assumption of the Development & Contract Rights upon failure of the Assignor to pay the 2023 Assessments levied against the Lands owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development & Contract Rights; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Lands (excluding a Prior Transfer), any and all affiliated entities or successors-in-interest to the Developer's interest in the Lands shall be subject to this Assignment, which shall be recorded in the Official Records of St. Johns County, Florida; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Development; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2023 Bonds in full; (ii) Development Completion; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development & Contract Rights are subject or pertain to the Prior Transfer

(the period from execution of this Assignment to any such termination or absolute effectiveness being referred to herein as the “Term”); and

WHEREAS, to the extent that any portion of the Lands has not reached Development Completion, but the debt assessments securing the Series 2023 Bonds on such portion of the Lands have been paid in full, this Assignment shall automatically terminate only as it relates to such portion of the Lands.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment.** Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor or any related entity of Assignor, at execution of this Agreement or acquired in the future, all of Assignor’s development rights and contract rights relating to the development of the Lands (herein the “Development & Contract Rights”) as security for Assignor’s payment and performance and discharge of its obligation to pay the 2023 Assessments levied against the Lands when due. This Assignment shall become effective and absolute upon failure of the Assignor to timely pay the 2023 Assessments levied against the Lands owned by the Assignor. The Development & Contract Rights shall include the following as they pertain to the development of the Lands, but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer:

(a) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other improvements.

(b) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and other improvements to the Lands (and specifically excluding builder house plans).

(e) Permits, approvals, resolutions, variances, licenses, impact fees and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the 2023 Project and construction of improvements thereon including, but not limited to, the following:

(i) Any and all approvals, extensions, amendments, rezoning and development orders rendered by governmental authorities, including St. Johns County relating to the Capital Improvement Program.

(ii) Any and all service agreements relating to utilities, water and/or wastewater.

(iii) Permits, more particularly described in the Engineer's Report.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the 2023 Project.

(g) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to the Capital Improvement Program, including the lots.

(h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

2. **Warranties by Assignor.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale of lots to homebuilders and/or end users located within Lands and in the ordinary course of business, Assignor has made no assignment of the Development & Contract Rights to any person or entity.

(b) During the Term, any transfer, conveyance or sale of the Lands (excluding a Prior Transfer), shall subject any and all affiliated entities or successors-in-interest of the Developer to this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

3. **Covenants.** Assignor covenants with Assignee that during the Term:

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights; and (ii) give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) If and when this Assignment become absolute, the Development & Contract Rights include all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of the Lands.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights, none of which actions or rights shall be limited by this Assignment except to the extent and as set forth in this Assignment.

4. **Event(s) of Default.** Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and

an opportunity to cure (which cure period shall be at least sixty (60) days), shall constitute an Event of Default under this Assignment.

5. **Remedies Upon Event of Default.** Upon an Event of Default, Assignee may, as Assignee's sole and exclusive remedies, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights.

6. **Authorization.** Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

7. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

8. **Third Party Beneficiaries.** The Trustee for the Series 2023 Bonds, on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall be entitled to cause the District to enforce the Developer's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations hereunder.

9. **Termination.** Absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2023 Bonds in full; (ii) Development Completion; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development & Contract Rights are subject or pertain to the Prior Transfer.

10. **Amendment.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

ATTEST:

ASSIGNOR:

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of June, 2023, by Gregg Kern, as Chairman of the Board of Supervisors of Six Mile Creek Community Development District, for and on behalf of the District. He [____] is personally known to me or [____] produced _____ as identification.

Print Name:

Notary Public, State of Florida

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

Witness

By: _____
Print Name: Graydon E. Miars
Title: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of June, 2023, by Graydon E. Miars, as Vice President of Six Mile Creek Investment Group, LLC, on its behalf. He [____] is personally known to me or [____] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

Exhibit A: Legal Description

Exhibit A
Legal Description

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:

COURSE NO. 1: NORTH 02°05'24" WEST, 869.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: 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; COURSE NO. 3: NORTH 12°23'05" EAST, 160.63 FEET, TO THE POINT OF 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.

E.

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

(This space reserved for Clerk)

Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**TRUE-UP AGREEMENT FOR
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2023
(2023 PROJECT AREA)**

THIS TRUE-UP AGREEMENT FOR CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2023 (2023 PROJECT AREA) (“**Agreement**”) is made and entered into on this 28th day of June, 2023, by and between:

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

SIX MILE CREEK INVESTMENT GROUP, LLC, a Delaware limited liability company and a landowner in the District, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Developer**”).

RECITALS

WHEREAS, the District was established by Rule 42GGG-1 enacted by the Florida Land and Water Adjudicatory Commission, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including storm water management systems, roadways, landscaping/hardscape, utilities, street lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary owner of certain lands in unincorporated St. Johns County, Florida (“**County**”), located within the boundaries of the District, including what is known as “Assessment Area 2, Phase 3C” and “Assessment Area 3, Phase 3,” which lands are described in **Exhibit A** attached hereto (the “**Developer Lands**”); and

WHEREAS, the District has previously issued its Series 2007 Bonds to finance, in part, the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services to benefit developable property within the District, as such

improvements are detailed in the Improvement Plan for the Purpose of Special Assessment Bonds, dated December 1, 2006 (the “**Master Project Report**”), as supplemented by the District’s Supplemental Engineers Report for Series 2007 Capital Improvements dated May 25, 2007 (the “**2007 Project Report**”), the Supplemental Engineer’s Report for Series 2014 Capital Improvements dated November 12, 2014 (the “**2014 Project Report**”), the Supplemental Engineer’s Report for Series 2016 Capital Improvements dated April 12, 2016 (the “**2016 Project Report**”), and the Supplemental Engineer’s Report for Series 2017 Capital Improvements dated October 27, 2017 (the “**2017 Project Report**”), the Supplemental Engineers Report for Series 2020 Capital Improvements dated June 2, 2020, (the “**2020 Area 2, Phase 3A Project Report**”), and the Supplemental Engineers Report for Series 2021 Capital Improvements dated January 19, 2021 (the “**2021 Area 3, Phase 1 Project Report**”) and the *Six Mile Creek Community Development District Supplemental Engineers Report for Series 2021 AA2-3B & AA3-2 Capital Improvements* dated September 10, 2021 (the “**2021 Area 3, Phase 2/Area 2, Phase 3B Project Report**”), and the *Six Mile Creek Community Development District Supplemental Engineers Report for Series 2023 AA2-3C & AA3-3 Capital Improvements* dated June 5, 2023 (the “**2023 Project Report**”) and together with the Master Project Report, the 2007 Project Report, the 2014 Project Report, the 2016 Project Report, the 2017 Project Report, the 2020 Area 2, Phase 3A Project Report, the 2021 Area 3, Phase 1 Project Report and the 2021 Area 3, Phase 2/Area 2, Phase 3B Project Report, the “**Engineer’s Report**”); and

WHEREAS, the District is issuing its \$10,515,000 Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) (“**Series 2023 Bonds**”) for the purpose of financing certain Improvements as described in more detail in the 2023 Project Report; and

WHEREAS, pursuant to Resolution Nos. 2022-22, 2022-23, 2023-02 and 2023-09 (“**Assessment Resolutions**”), the District has taken certain steps necessary to impose special assessments on benefitted property within the District including, but not limited to the Developer Lands (the “**2023 Assessments**”) pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure the Series 2023 Bonds; and

WHEREAS, in issuing the Series 2023 Bonds, the District has assumed and relied upon the representation that the Developer would develop and plat a certain number of residential and/or other units within the Developer Lands, as more fully set forth in the *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, as supplemented by the *Supplemental Special Assessment Methodology Report for the Series 2023 Capital Improvement Revenue Bonds Assessment Area 3 Phase 3 and Assessment Area 2 Phase 3C* dated June 14, 2023 (collectively the “**Assessment Report**”), which Assessment Report is incorporated herein by this reference; and

WHEREAS, in the event that the Developer does not develop and plat the number of units as contemplated by the Assessment Report, the Assessment Resolutions and Assessment Report require that the Developer make certain payments to the District in order to satisfy, in whole or in part, the 2023 Assessments, with the amount of such payments (“**True-Up Payment(s)**”); and

WHEREAS, Developer and the District desire to enter into an agreement to confirm Developer's intentions and obligations to make True-Up Payments, if and as required, related to the 2023 Assessments.

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

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. VALIDITY OF ASSESSMENTS. Developer agrees that (i) the developable property within the District benefits from the timely design, construction and/or acquisition of the improvements identified in the 2023 Project Report to be funded, in part, with the proceeds of the Series 2023 Bonds; (ii) the 2023 Assessments are fairly and reasonably allocated as described in the Assessment Resolutions and Assessment Report; (iii) the Assessment Resolutions have been duly adopted by the District; and (iv) the 2023 Assessments imposed as a lien by the District are legal, valid and binding liens against the property so assessed. Developer hereby waives any defect in the notices and publications relating to, or in the proceedings to levy, impose, and collect, the 2023 Assessments, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2023 Assessments.

3. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to the 2023 Assessments. As of the date of the execution of this Agreement, Developer has informed the District that Developer anticipates that a total of 385 single-family residential dwelling units will be constructed within the Developer Lands.

B. Process for Reallocation of Assessments. The 2023 Assessments will be reallocated as lands are platted (a "**Reallocation**"). In connection with such platting of acreage, the 2023 Assessments imposed on the acreage being platted will be allocated based upon the precise number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Developer covenants that such plat shall be presented to the District. The District shall allocate the 2023 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District's Improvement Lien Book.

(i) It is an express condition of the lien established by the Assessment Resolutions that any and all plats containing any portion of the lands within the Developer Lands, as the District's boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the 2023 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report. Developer covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District's review of the plats shall be limited solely to the Reallocation of the 2023 Assessments, the enforcement of the District's assessment lien and the enforcement of the

Developer's true-up obligations hereunder. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within the Developer Lands is platted (each such date being a “**True-Up Date**”), the District shall determine if the debt per developable acre remaining on the unplatted lands within the Developer Lands exceeds the maximum debt per developable acre of **\$66,357.00**, as described in more detail in Section 4 of the Assessment Report, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the “**True-Up Payment**”) shall become immediately due and payable by Developer that tax year in accordance with the Assessment Report, in addition to the regular assessment installment payable for lands owned by the Developer. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Developer agrees that such payments shall be made in order to ensure the District’s timely payments of the debt services obligations on the Series 2023 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with Developer that the maximum debt per developable acre within the Developer Lands is **\$66,357.00**. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the Series 2023 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

4. ADDITIONAL ENFORCEMENT METHOD. This Agreement is intended to be an additional method of enforcement of Developer’s obligation to make any True-Up Payments, if required, as set forth in the Assessment Resolutions. This Agreement does not alter or affect the liens created by the Assessment Resolutions.

5. ASSIGNMENT.

- a. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Developer Lands, binding upon Developer and its successors and assigns as to Developer Lands or portions thereof, and any transferee of any portion of Developer Lands as set forth in this Section, except as permitted by subsection b., below, or subject to the conditions set forth in subsection c., below.
- b. ***Exceptions*** – Developer shall not transfer any portion of Developer Lands to any third party without complying with the terms of subsection c. below, other than:
 - (i) Platted and fully-developed lots to homebuilders restricted from re-platting;
 - (ii) Platted and fully-developed lots to end users; and

- (iii) Portions of Developer Lands that are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.

Any transfer of any portion of Developer Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of Developer Lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

- c. **Transfer Conditions** – Developer shall not transfer any portion of Developer Lands to any third party, except as permitted by subsection b. above, without satisfying the following condition (“**Transfer Condition**”): satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Developer from its obligations under this Agreement as to such portion of Developer Lands only arising from and after the date of such transfer and satisfaction of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Public Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Developer’s obligations in accordance herewith shall be deemed the “Developer” from and after such transfer for all purposes as to such portion of Developer Lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection b., above, shall take title subject to the terms of this Agreement.

6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding consequential, incidental, special or punitive damages.

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

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer. Additionally, this Agreement may not be materially amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the

Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Six Mile Creek Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Wesley Haber

B. If to the Developer: Six Mile Creek Investment Group, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon E. Miars

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

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

12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation

other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2023 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

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

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

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

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

19. EFFECTIVE DATE. This Agreement shall be effective on June 28, 2023.

WHEREFORE, the parties below execute the True-Up Agreement (Series 2023 Bonds).

ATTEST

**SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Gregg Kern, Chairman

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of June, 2023, by Gregg Kern, as Chairman of the Board of Supervisors of Six Mile Creek Community Development District, for and on behalf of the District. He [____] is personally known to me or [____] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

WHEREFORE, the parties below execute the True-Up Agreement (Series 2023 Bonds).

WITNESS

**SIX MILE CREEK INVESTMENT
GROUP, LLC**

By: _____
Name: _____

By: _____
Name: Graydon E. Miars
Title: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of June, 2023, by Graydon E. Miars, as Vice President of Six Mile Creek Investment Group, LLC, on its behalf. He [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

Exhibit A: Description of Developer Lands

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPER LANDS (ASSESSMENT AREA 2, PHASE 3C and ASSESSMENT AREA 3, PHASE 3)

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 OFFICIAL RECORDS BOOK 1335, PAGE 322 OF SAID PUBLIC RECORDS; THENCE NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE NO. 1: NORTH 02°05'24" WEST, 869.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: 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; COURSE NO. 3: NORTH 12°23'05" EAST, 160.63 FEET, TO THE POINT OF 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.