

**REQUISITION NO. 84**

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

**\$2,640,000**

#73  
200.131.101

**CAPITAL IMPROVEMENT REVENUE BOND  
SERIES 2021 (Assessment Area 3, Phase 2)  
(A/C 271832005)**

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Tenth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 84
  
- (B) Name of Payee: Besch & Smith Civil Group, Inc.  
345 Cumberland Industrial Ct  
St Augustine, FL 32095
  
- (C) Amount Payable: Total: \$ 13,767.01
  
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Trailmark Phase 10 – Application for Payment No. 22 Final (March 2024)**
  
- (E) Fund or Account from which disbursement to be made:

**Capital Improvement Revenue Bond Series 2021 (Assessment Area 3, Phase 2)**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Phase 1 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requirement are due and payable.


Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND  
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2023 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2023 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the Eleventh Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

By:  \_\_\_\_\_  
Consulting Engineer

**APPLICATION AND CERTIFICATE FOR PAYMENT**

OWNER: SIX MILE CREEK CDD  
475 WEST TOWN PLACE, Suite 114  
ST. AUGUSTINE FL 32092

PROJECT: TRAILMARK Phase 10

APPLICATION NO. 22 Final

PAGE ONE OF TWO PAGES

CONTRACTOR: Beech and Smith Civil Group, Inc.  
345 Cumberland Industrial Ct.  
St Augustine, FL 32095  
904-260-6393

ENGLAND THIMS & MILLER  
14775 OLD ST. AUGUSTINE RD  
JACKSONVILLE, FL 32258

PERIOD TO: 4/15/24

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 PROGRAM MNGR

CONTRACT FOR: SITEWORK

Project # 2022-04

CONTRACT DATE: 4/22/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months	Total	\$72,950.96	\$0.00
Approved this Month			
Number	Date Approved		
RCC#8		\$21,479.91	
RCC#9		\$65,223.43	(\$44,993.62)
RCC#10		\$81,153.67	
RCC#11		3767.01	
RCC#12			
<b>TOTALS</b>		\$244,574.88	(\$44,993.62)
Net Change by Change Orders		\$0.00	\$199,581.26

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Beech and Smith Civil Group, Inc.

By: *Nicole Beck*

4/15/2024

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

- ORIGINAL CONTRACT SUM \$ 4,615,667.94
- Net Change by Change Orders \$ 199,581.26
- CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 4,815,239.20
- TOTAL COMPLETED & STORED TO DATE (Column 1 on G703) \$ 4,815,239.20
- RETAINAGE
  - 0 % of Completed Work \$
  - (Column L on G703) \$
  - 5 % of Stored Material \$

- Total Retainage (Line 5a + 5b or Total in Column L of G703) \$ 4,815,239.20
- TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 4,801,472.19
- LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,801,472.19
- CURRENT PAYMENT DUE \$ 13,767.01
- BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 0.00

State of Florida, Subscribed and sworn to before me this date

Notary Public: *[Signature]*  
My Commission Expires: *[Signature]*



AMOUNT CERTIFIED (Attach explanation if amount certified differs from the applied for) \$13,767.01

OWNER: By: \_\_\_\_\_ Date: \_\_\_\_\_

ENGINEER: *[Signature]* Date: May 7, 2024

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

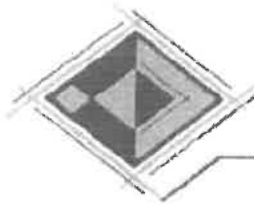
CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 22 Final  
 APPLICATION DATE: 4/15/2024  
 PERIOD TO: 4/15/2024  
 CONTRACT NO: 2022-04  
 PROJECT NAME: TRAILMARK Phase 10

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
A	MOBILIZATION AND SITE PREP	\$246,638.86	\$246,638.86			\$246,638.86	100.00%	\$0.00	\$12,331.94
B	CLEARING AND GRUBBING	\$152,914.20	\$152,914.20			\$152,914.20	100.00%	\$0.00	\$7,645.71
C	UNSATURABLE MATERIAL REMOVAL/REPLACEMENT	\$108,101.69	\$108,101.69			\$108,101.69	100.00%	\$0.00	\$5,405.08
D	STORMWATER MANAGEMENT FACILITY CONSTRUCTION	\$557,129.64	\$557,129.64			\$557,129.64	100.00%	\$0.00	\$27,856.48
E	EARTHWORK	\$889,570.49	\$889,570.49			\$889,570.49	100.00%	\$0.00	\$44,478.52
F	ROADWAY CONSTRUCTION	\$427,101.04	\$427,101.04			\$427,101.04	100.00%	\$0.00	\$21,355.05
G	STORM DRAINAGE SYSTEM	\$575,464.50	\$575,464.50			\$575,464.50	100.00%	\$0.00	\$28,773.23
H	ROADWAY UNDERDRAIN	\$251,614.42	\$251,614.42			\$251,614.42	100.00%	\$0.00	\$12,580.72
I	PAVING AND DRAINAGE AS-BUILTS	\$24,190.58	\$24,190.58			\$24,190.58	100.00%	\$0.00	\$1,209.53
J	SICUD WATER DISTRIBUTION SYSTEM	\$308,960.20	\$308,960.20			\$308,960.20	100.00%	\$0.00	\$15,448.01
K	SICUD SANITARY SEWER SYSTEM	\$483,337.84	\$483,337.84			\$483,337.84	100.00%	\$0.00	\$24,166.89
L	WATER & SEWER AS-BUILTS	\$15,435.73	\$15,435.73			\$15,435.73	100.00%	\$0.00	\$771.79
M	IRRIGATION SLEEVES & ELECTRICAL/PHONE/CATV SLEEVES	\$112,045.00	\$112,045.00			\$112,045.00	100.00%	\$0.00	\$5,602.25
N	PPL ELECTRICAL INFRASTRUCTURE ALLOWANCE	\$150,000.00	\$150,000.00			\$150,000.00	100.00%	\$0.00	\$7,500.00
P	SEEDING & MULCHING	\$71,970.44	\$71,970.44			\$71,970.44	100.00%	\$0.00	\$3,598.52
Q	SEDIMENT AND EROSION CONTROL	\$43,731.13	\$43,731.13			\$43,731.13	100.00%	\$0.00	\$2,186.56
R	STORMWATER POLLUTION PREVENTION PLAN	\$28,021.11	\$28,021.11			\$28,021.11	100.00%	\$0.00	\$1,401.06
S	BONDING/WARRANTY	\$54,649.91	\$54,649.91			\$54,649.91	100.00%	\$0.00	\$2,732.50
T	RETAINING WALL	\$94,323.60	\$94,323.60			\$94,323.60	100.00%	\$0.00	\$4,716.18
U	DEMOLITION	\$20,457.56	\$20,457.56			\$20,457.56	100.00%	\$0.00	\$1,022.88
V	CO#1 PLAN REVISIONS	\$154,593.43	\$154,593.43			\$154,593.43	100.00%	\$0.00	\$7,729.67
W	CO#2 REVISION TO SEWER MANHOLE	\$4,549.17	\$4,549.17			\$4,549.17	100.00%	\$0.00	\$227.46
X	CO#3 ROADWAY SLEEVING	\$44,548.20	\$44,548.20			\$44,548.20	100.00%	\$0.00	\$2,227.41
Y	CO#4 CREDIT FOR CLEANOUTS	\$24,047.25	\$24,047.25			\$24,047.25	100.00%	\$0.00	\$1,202.36
Z	CO#5 MATERIAL CREDITS	\$17,596.19	\$17,596.19			\$17,596.19	100.00%	\$0.00	(\$879.81)
AA	RCO#8 JUM DIRT	\$21,479.91	\$21,479.91			\$21,479.91	100.00%	\$0.00	\$1,074.00
AB	RCO#9 ELECTRICAL CONDUIT	\$44,993.62	\$44,993.62			\$44,993.62	100.00%	\$0.00	(\$2,249.68)
AC	RCO#10 Clearing	\$65,223.43	\$65,223.43			\$65,223.43	100.00%	\$0.00	\$3,261.17
AD	RCO#11 Paving	\$81,153.57	\$81,153.57			\$81,153.57	100.00%	\$0.00	\$4,057.68
AE	RCO#12 Electrical and Sign Credit	\$3,767.01	\$3,767.01			\$3,767.01	100.00%	\$0.00	\$0.00
	TOTAL:	\$4,815,239.20	\$4,811,472.19	\$3,767.01	\$0.00	\$4,815,239.20	100.00%	\$0.00	\$240,573.61





**BESCH & SMITH**  
CIVIL GROUP INC.

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**Project Name: Trailmark Phase 10**  
**Project # 2022-04**

**ATTN: Joe Cornelison**  
**March 21, 2024**

**From: Nicole Besch**  
**Besch & Smith Civil Group Inc.**  
**345 Cumberland Industrial Court**  
**St. Augustine, FL 32095**  
**P. (904) 260-6393**  
**F. (904) 338-0226**

**Total Pages: 2**

**Request For Change Order No. 12 Electrical and Sign Credit**

**Reference N/A**

Charges

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
ELECTRICAL	1	LS	\$5,507.01	\$5,507.01

Credits

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
SIGNS	1	LS	\$1,740.00	\$1,740.00

Total for Charges..... \$5,507.01

Total for Credit..... (\$1,740.00)

Total for Change Order #12..... \$3,767.01

Accepted By:

\_\_\_\_\_  
Owner/Representative Signature      Date

\_\_\_\_\_  
Print Name      Title

  
\_\_\_\_\_  
Owner/Representative Signature      Date

Nicole Besch President  
\_\_\_\_\_  
Print Name      Title

**REQUISITION NO. 169**  
**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$8,250,000**  
**CAPITAL IMPROVEMENT AND**  
**REFUNDING REVENUE BOND SERIES**  
**2021 (Assessment Area 2, Phase 3B)**  
**A/C 226000005**

#22  
700-131-101

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Ninth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 169
  
- (B) Name of Payee: ETM  
First Citizens  
ABA Routing # [REDACTED]  
Jacksonville, FL  
Account # [REDACTED] - England, Thims & Miller, Inc.
  
- (C) Amount Payable: Total: \$ 502.50
  
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable: Master Site Planning (WA#51) Invoice 213583 (April 2024)
  
- (E) Fund or Account from which disbursement to be made:

**Capital Improvement and Refunding Revenue Bond Series 2021 (Assessment Area 2, Phase 3B)**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Phase 1 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

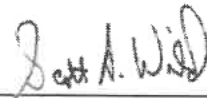
**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.



\_\_\_\_\_  
Consulting Engineer



Six Mile Creek Community Development District  
6200 Lee Vista Boulevard Ste 300  
Orlando, FL 32822

May 02, 2024

Invoice No: 213583

**Total This Invoice \$502.50**

Project 20291.00000 Master Site Planning (WA#51)

**Professional Services rendered through April 27, 2024**

Phase 01 Master Site Planning

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	26,593.50	26,593.50
Limit			35,000.00
Remaining			8,406.50

**Total this Phase 0.00**

Phase 02. Master Planning Coordination Meetings

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Executive VP/Chief Engineer			
Wild, Scott	4/6/2024	1.50	335.00
Totals		1.50	502.50

**Total Labor 502.50**

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	502.50	27,235.00	27,737.50
Limit			50,000.00
Remaining			22,262.50

**Total this Phase \$502.50**

Phase XP Expenses

**Total this Phase 0.00**

**Total This Invoice \$502.50**



Teresa Viscarra  
Six Mile Creek Community Development District  
6200 Lee Vista Boulevard Ste 300  
Orlando, FL 32822

May 02, 2024  
Invoice No: 213592

#22  
200-171-101

**Total This Invoice \$7,696.08**

Project 21363.01000 Six Mile Creek CDD - Phase 13 CEI (WA#80)

**Professional Services rendered through April 27, 2024**

Phase 01. CEI Services

**Labor**

			Hours	Rate	Amount
Executive Vice President					
Wild, Scott	4/6/2024		.50	362.00	181.00
CEI Project Manager/Project Admin.					
Donchez, James	4/6/2024		1.00	219.00	219.00
Donchez, James	4/13/2024		1.00	219.00	219.00
Donchez, James	4/20/2024		.50	219.00	109.50
Donchez, James	4/27/2024		1.00	219.00	219.00
CEI Inspector					
Lanh, Pong	4/13/2024		4.50	140.00	630.00
Lanh, Pong	4/20/2024		9.50	140.00	1,330.00
Lanh, Pong	4/27/2024		6.50	140.00	910.00
Engineering/Landscape Designer					
Kern, Dulyma	4/6/2024		1.00	152.00	152.00
Kern, Dulyma	4/13/2024		4.00	152.00	608.00
Kern, Dulyma	4/20/2024		8.00	152.00	1,216.00
Totals			37.50		5,793.50
<b>Total Labor</b>					<b>5,793.50</b>

Billing Limits	Current	Prior	To-Date
Labor	5,793.50	11,956.75	17,750.25
Limit			108,576.00
Remaining			90,825.75

**Total this Phase \$5,793.50**

Phase 02. Progress Meetings

**Labor**

			Hours	Rate	Amount
Engineer					
Hebb, Cara	4/6/2024		1.25	186.00	232.50
Hebb, Cara	4/13/2024		.50	186.00	93.00
Hebb, Cara	4/20/2024		1.00	186.00	186.00

Hebb, Cara	4/27/2024	.25	186.00	46.50
<b>Totals</b>		3.00		558.00
<b>Total Labor</b>				<b>558.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Labor	558.00	0.00	558.00
Limit			39,060.00
Remaining			38,502.00
	<b>Total this Phase</b>		<b>\$558.00</b>

Phase 03. CDD Tax Exempt Purchase Requisitions

<b>Labor</b>		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Executive Vice President				
Wild, Scott	4/20/2024	2.50	362.00	905.00
Wild, Scott	4/27/2024	1.00	362.00	362.00
<b>Totals</b>		3.50		1,267.00
<b>Total Labor</b>				<b>1,267.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Labor	1,267.00	0.00	1,267.00
Limit			15,000.00
Remaining			13,733.00
	<b>Total this Phase</b>		<b>\$1,267.00</b>

Phase 04. Owner Requested Plan Revisions

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Labor	0.00	198.00	198.00
Limit			20,000.00
Remaining			19,802.00
	<b>Total this Phase</b>		<b>0.00</b>

Phase 05. Plat Coordination

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	0.00	0.00
Limit			10,000.00
Remaining			10,000.00
	<b>Total this Phase</b>		<b>0.00</b>

Phase XP. Reimbursable Expenses

<b>Expenses</b>			
Mileage			26.80
Delivery / Messenger Svc			40.66
<b>Total Expenses</b>	<b>1.15 times</b>	<b>67.46</b>	<b>77.58</b>
	<b>Total this Phase</b>		<b>\$77.58</b>

**Total This Invoice** \$7,696.08







Six Mile Creek Community Development District  
6200 Lee Vista Boulevard Ste 300  
Orlando, FL 32822

May 03, 2024

Invoice No: 213617

**Total This Invoice \$1,340.00**

Project 23172.00000 Signal Warrant and Structural Analyses Intersection of Pacetti Road and TrailMark Drive (WA#76)

**Professional Services rendered through April 27, 2024**

Phase	01.	Signal Warrant Analysis		
Total Fee		8,000.00		
Percent Complete		100.00		
		<b>Total Fee</b>		<b>0.00</b>
			<b>Total this Phase</b>	<b>0.00</b>

Phase	02.	Structural Analysis of Mast Arms (MCE)		
Total Fee		10,400.00		
Percent Complete		90.0962		
		<b>Total Fee</b>		<b>670.00</b>
			<b>Total this Phase</b>	<b>\$670.00</b>

Phase	03.	Miscellaneous Coordination		
<b>Labor</b>				
			<b>Hours</b>	<b>Rate</b>
				<b>Amount</b>
Executive VP/Chief Engineer				
Wild, Scott	4/20/2024	1.00	335.00	335.00
Wild, Scott	4/27/2024	1.00	335.00	335.00
Totals		2.00		670.00
		<b>Total Labor</b>		<b>670.00</b>

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		670.00	9,317.50	9,987.50
Limit				10,000.00
Remaining				12.50
			<b>Total this Phase</b>	<b>\$670.00</b>

Phase	XP.	Expenses		
			<b>Total this Phase</b>	<b>0.00</b>
			<b>Total This Invoice</b>	<b>\$1,340.00</b>



**REQUISITION NO. 75**  
(2023 Acquisition and Construction Account)

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

**\$10,515,000**  
**Capital Improvement Revenue Bonds**  
**Series 2023 (2023 Project Area)**

#22  
700 131-101

The undersigned, an Authorized Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), dated as of July 1, 2007 (the "Master Indenture"), as amended and supplemented by the Eleventh Supplemental Trust Indenture between the District and Trustee, dated as of June 1, 2023 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **75**
- (B) Name of Payee: **ETM**  
**First Citizens**  
**ABA Routing # [REDACTED]**  
**Jacksonville, FL**  
**Account # [REDACTED] - England, Thims & Miller, Inc**
- (C) Amount Payable: **\$ 8,783.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Trailmark Amenity Center Phase 2 Expansion CA/CEI (WA#75) Invoice 213851 (Apr 2024)	\$ 583.00
Trailmark East Parcel - Phase 3 CEI (WA#73) Invoice 213852 (Apr 2024)	\$ 7,303.50
CDD Tax Exempt Purchase Administration (East Parcel Phase 3) (WA#74) Invoice 213853 (Apr 2024)	<u>\$ 896.50</u>
Total Requisition 75	\$8,783.00

- (E) Fund or Account and subaccount, if any, from which disbursement is to be made:

\$ 583.00 Assessment Area 2 – Phase 3C Subaccount  
\$ 7,303.50 Assessment Area 2 – Phase 3C Subaccount  
\$ 896.50 Assessment Area 2 – Phase 3C Subaccount  
\$ \_\_\_\_\_ Assessment Area 3 – Phase 3 Subaccount

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2023 Project and each represents a Cost of the 2023 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requirement are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND  
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2023 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2023 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the Eleventh Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

By: \_\_\_\_\_  
Consulting Engineer



Gregg Kern  
Six Mile Creek Community Development District  
6200 Lee Vista Boulevard Ste 300  
Orlando, FL 32822

May 06, 2024  
Invoice No: 213851

**Total This Invoice \$583.00**

Project 21310.01000 TrailMark Amenity Center Phase 2 Expansion CA/CEI (WA#75)

**Professional Services rendered through April 27, 2024**

Phase 01. Limited Construction Administration Serv

**Labor**

			Hours	Rate	Amount
Engineer					
Menyhart, Nicholas	4/13/2024		1.00	175.00	175.00
CEI Project Manager/Project Admin.					
Donchez, James	4/13/2024		.50	184.00	92.00
Donchez, James	4/20/2024		.50	184.00	92.00
Donchez, James	4/27/2024		.50	184.00	92.00
CADD/GIS Technician					
Jeter, Matthew	4/13/2024		1.00	132.00	132.00
Totals			3.50		583.00
<b>Total Labor</b>					<b>583.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	583.00	18,031.25	18,614.25
Limit			18,944.00
Remaining			329.75
<b>Total this Phase</b>			<b>\$583.00</b>

Phase 02. Owner Requested Plan Revisions

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,033.00	5,033.00
Limit			10,000.00
Remaining			4,967.00
<b>Total this Phase</b>			<b>0.00</b>

Phase XP. Reimbursable Expenses

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	589.09	589.09
Limit			3,500.00
Remaining			2,910.91
<b>Total this Phase</b>			<b>0.00</b>

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Project

21310.01000

TrailMark Amenity Center Phase 2 Expansi

Invoice

213851

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**Total This Invoice**

**\$583.00**



Six Mile Creek Community Development District  
6200 Lee Vista Boulevard Ste 300  
Orlando, FL 32822

May 06, 2024

Invoice No: 213852

**Total This Invoice \$7,303.50**

Project 21407.01000 TrailMark East Parcel - Phase 3 CEI (WA #73)

Email to Teresa

**Professional Services rendered through April 27, 2024**

Phase 01. CEI Services

**Labor**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
<b>Executive VP/Chief Engineer</b>					
Wild, Scott	4/6/2024		1.00	335.00	335.00
<b>CEI Project Manager/Project Admin.</b>					
Donchez, James	4/6/2024		1.00	184.00	184.00
Donchez, James	4/13/2024		1.50	184.00	276.00
Donchez, James	4/20/2024		.50	184.00	92.00
Donchez, James	4/27/2024		1.50	184.00	276.00
<b>CEI Inspector</b>					
Lanh, Pong	4/6/2024		8.50	132.00	1,122.00
Lanh, Pong	4/13/2024		6.50	132.00	858.00
Lanh, Pong	4/20/2024		6.00	132.00	792.00
Lanh, Pong	4/27/2024		10.50	132.00	1,386.00
Totals			37.00		5,321.00
<b>Total Labor</b>					<b>5,321.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	5,321.00	44,927.00	50,248.00
Limit			83,696.00
Remaining			33,448.00

**Total this Phase \$5,321.00**

Phase 02. Progress Meetings

**Labor**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
<b>Executive VP/Chief Engineer</b>					
Wild, Scott	4/27/2024		2.00	335.00	670.00
<b>Engineer</b>					
Hebb, Cara	4/6/2024		1.25	175.00	218.75
Hebb, Cara	4/13/2024		.75	175.00	131.25
Hebb, Cara	4/20/2024		1.25	175.00	218.75
Hebb, Cara	4/27/2024		.25	175.00	43.75
Menyhart, Nicholas	4/6/2024		2.00	175.00	350.00

Menyhart, Nicholas	4/13/2024	2.00	175.00	350.00	
Totals		9.50		1,982.50	
<b>Total Labor</b>					<b>1,982.50</b>

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		1,982.50	15,082.50	17,065.00	
Limit				50,512.00	
Remaining				33,447.00	
<b>Total this Phase</b>					<b>\$1,982.50</b>

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Phase	03.	Owner Requested Plan Revisions			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	5,546.50	5,546.50
Limit					10,000.00
Remaining					4,453.50
<b>Total this Phase</b>					<b>0.00</b>

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Phase	04.	Reimbursable Expenses			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	1,592.68	1,592.68
Limit					3,500.00
Remaining					1,907.32
<b>Total this Phase</b>					<b>0.00</b>

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Phase	05.	Plat Coordination			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	0.00	0.00
Limit					15,000.00
Remaining					15,000.00
<b>Total this Phase</b>					<b>0.00</b>

<b>Total This Invoice</b>	<b>\$7,303.50</b>
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Six Mile Creek Community Development District  
6200 Lee Vista Boulevard Ste 300  
Orlando, FL 32822

May 06, 2024

Invoice No: 213853

**Total This Invoice \$896.50**

Project 21407.02000 CDD Tax Exempt Purchase Administration (East Parcel Phase 3) WA#74

**Professional Services rendered through April 27, 2024**

Phase 01. CDD Tax Exempt Purchase Administration

**Labor**

			Hours	Rate	Amount
CEI Sr. Inspector					
Ellins, Jason	4/13/2024		2.00	163.00	326.00
Ellins, Jason	4/20/2024		1.50	163.00	244.50
Ellins, Jason	4/27/2024		2.00	163.00	326.00
Totals			5.50		896.50
<b>Total Labor</b>					<b>896.50</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	896.50	6,854.75	7,751.25
Limit			10,000.00
Remaining			2,248.75
<b>Total this Phase</b>			<b>\$896.50</b>

Phase XP. Expenses

**Billing Limits**

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			500.00
Remaining			500.00
<b>Total this Phase</b>			<b>0.00</b>

**Total This Invoice \$896.50**

**REQUISITION NO. 66A**  
(2023 Acquisition and Construction Account)

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

**\$10,515,000** # 22  
**Capital Improvement Revenue Bonds** 300-131-101  
**Series 2023 (2023 Project Area)**

The undersigned, an Authorized Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), dated as of July 1, 2007 (the "Master Indenture"), as amended and supplemented by the Eleventh Supplemental Trust Indenture between the District and Trustee, dated as of June 1, 2023 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **66A**
- (B) Name of Payee: **ETM**  
**First Citizens**  
**ABA Routing # [REDACTED]**  
**Jacksonville, FL**  
**Account # [REDACTED] - England, Thims & Miller, Inc**
- (C) Amount Payable: **\$ 16,808.30**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

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Trailmark Phase 12 - CEI (WA#70) Invoice 213589 (Apr 2024)	\$15,468.30
Signal Warrant and Structural Analysis Intersection of Pacetti Road and Trailmark Drive (WA#76) Invoice 213617 (Apr 2024)	<u>\$1,340.00</u>
<b>TOTAL REQUISITION 66A</b>	<b>\$16,808.30</b>

- (E) Fund or Account and subaccount, if any, from which disbursement is to be made:
  - \$ \_\_\_\_\_ Assessment Area 2 – Phase 3C Subaccount
  - \$ 15,468.30 Assessment Area 3 – Phase 3 Subaccount
  - \$ 1,340.00 Assessment Area 3 – Phase 3 Subaccount
  - \$ \_\_\_\_\_ Assessment Area 3 – Phase 3 Subaccount

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2023 Project and each represents a Cost of the 2023 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requirement are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND  
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2023 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2023 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the Eleventh Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

By: \_\_\_\_\_  
Consulting Engineer



Six Mile Creek Community Development District  
6200 Lee Vista Boulevard Ste 300  
Orlando, FL 32822

May 06, 2024

Invoice No: 213859

**Total This Invoice \$15,468.30**

Project 22471.00000 TrailMark Phase 12 - CEI (WA#70)

Email to Teresa Viscarra

**Professional Services rendered through April 27, 2024**

Phase 01 CEI Services

**Labor**

			Hours	Rate	Amount
Principal - Vice President					
Wild, Scott	4/20/2024		1.00	320.00	320.00
CEI Project Manager					
Donchez, James	4/6/2024		1.00	175.00	175.00
Donchez, James	4/13/2024		1.00	175.00	175.00
Donchez, James	4/20/2024		1.00	175.00	175.00
Donchez, James	4/27/2024		.50	175.00	87.50
CEI Sr. Inspector					
Brooks, Jeffrey	4/13/2024		5.50	155.00	852.50
Brooks, Jeffrey	4/20/2024		4.00	155.00	620.00
Brooks, Jeffrey	4/27/2024		1.00	155.00	155.00
Villarruel Lopez, Jose	4/20/2024		8.00	190.00	1,520.00
CEI Inspector					
Lanh, Pong	4/6/2024		4.50	125.00	562.50
Lanh, Pong	4/13/2024		6.50	125.00	812.50
Lanh, Pong	4/20/2024		8.00	125.00	1,000.00
Lanh, Pong	4/27/2024		7.50	125.00	937.50
Steeple, Travis	4/6/2024		8.00	125.00	1,000.00
Steeple, Travis	4/13/2024		1.00	125.00	125.00
Steeple, Travis	4/20/2024		4.00	125.00	500.00
Totals			62.50		9,017.50

**Total Labor**

**9,017.50**

**Billing Limits**

	Current	Prior	To-Date
Total Billings	9,017.50	56,015.75	65,033.25
Limit			102,960.00
Remaining			37,926.75

**Total this Phase**

**\$9,017.50**

Phase 02 Progress Meetings

**Labor**

		Hours	Rate	Amount
Engineer				
Hebb, Cara	4/6/2024	1.25	165.00	206.25
Hebb, Cara	4/13/2024	.75	165.00	123.75
Hebb, Cara	4/20/2024	1.25	165.00	206.25
Hebb, Cara	4/27/2024	.25	165.00	41.25
Menyhart, Nicholas	4/6/2024	1.00	165.00	165.00
Menyhart, Nicholas	4/13/2024	3.00	165.00	495.00
Menyhart, Nicholas	4/20/2024	1.00	165.00	165.00
Totals		8.50		1,402.50
<b>Total Labor</b>				<b>1,402.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	1,402.50	21,995.75	23,398.25
Limit			37,080.00
Remaining			13,681.75
		<b>Total this Phase</b>	<b>\$1,402.50</b>

Phase            03            CDD Tax Exempt Purchase Requisitions

**Labor**

		Hours	Rate	Amount
Principal - Vice President				
Wild, Scott	4/20/2024	1.00	320.00	320.00
Wild, Scott	4/27/2024	1.00	320.00	320.00
CEI Sr. Inspector				
Ellins, Jason	4/20/2024	1.00	155.00	155.00
Ellins, Jason	4/27/2024	1.00	155.00	155.00
Totals		4.00		950.00
<b>Total Labor</b>				<b>950.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	950.00	6,523.50	7,473.50
Limit			15,000.00
Remaining			7,526.50
		<b>Total this Phase</b>	<b>\$950.00</b>

Phase            04            Owner Requested Plan Revisions

**Labor**

		Hours	Rate	Amount
Project Manager				
Blalock, Clinton	4/6/2024	3.75	190.00	712.50
Blalock, Clinton	4/13/2024	3.50	190.00	665.00
Blalock, Clinton	4/20/2024	.75	190.00	142.50
Engineering/Landscape Designer				
Kern, Dulyma	4/20/2024	4.00	140.00	560.00
Totals		12.00		2,080.00
<b>Total Labor</b>				<b>2,080.00</b>

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		2,080.00	12,815.00	14,895.00	
Limit				20,000.00	
Remaining				5,105.00	
				<b>Total this Phase</b>	<b>\$2,080.00</b>

Phase 05 Reimbursable Expenses

<b>Expenses</b>					
Permits				6,703.00	
<b>Total Expenses</b>			<b>1.0 times</b>	<b>6,703.00</b>	<b>6,703.00</b>

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		6,703.00	1,799.20	8,502.20	
Limit				3,500.00	
<b>Adjustment</b>					<b>-5,002.20</b>
				<b>Total this Phase</b>	<b>\$1,700.80</b>

Phase 06 Plat Coordination

<b>Labor</b>			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Manager					
Harris, Thomas	4/6/2024	.25	190.00	47.50	
Assoc. Project Manager					
Miller, Emily	4/6/2024	3.00	90.00	270.00	
Totals		3.25		317.50	
<b>Total Labor</b>					<b>317.50</b>

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		317.50	922.47	1,239.97	
Limit				15,000.00	
Remaining				13,760.03	
				<b>Total this Phase</b>	<b>\$317.50</b>

**Total This Invoice** \$15,468.30

**St. Johns County BCC  
Central Cashiering  
Cashier # 24-020740**

**Name :** Whisper Creek Phase 12 Unit A  
**Trans Date:** 4/4/2024 11:52:37 AM

**Charges:**

<b>Description</b>	<b>Assoc</b>	<b>Assoc Key</b>		<b>Charge Amount</b>
FIRE DEPT PLAT REVIEW Whisper Creek Phase 12 Unit A	AP	PLAT-2024000017		\$10.00
PLAT REVIEW Whisper Creek Phase 12 Unit A	AP	PLAT-2024000017	"	\$2,485.00
UTILITY PLAN REVIEW Whisper Creek Phase 12 Unit A	AP	PLAT-2024000017	"	\$274.00
			<b>Total</b>	<b>\$2,769.00</b>

**Payment:**

<b>Description</b>	<b>Order Id</b>	<b>Charge Amount</b>
NXLX	179261339	\$2,769.00

**From:** [Marcy Carlile](#)  
**To:** [Marilyn Galen](#)  
**Subject:** FW: St Johns County Receipt  
**Date:** Thursday, April 4, 2024 4:41:51 PM  
**Attachments:** [wj4xvsy2gemu1bpzimg\\_V3lZLF9Ife6FqPJlv1.png](#)  
[Receipt.PDF](#)  
[Receipt.PDF](#)  
[Receipt.PDF](#)

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**Marcy Carlile** Senior Contract Coordinator  
[England-Thims & Miller, Inc.](#) | [CarlileM@etminc.com](mailto:CarlileM@etminc.com)  
office: 904.376.6313

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**From:** Scott Wild <[WildS@etminc.com](mailto:WildS@etminc.com)>  
**Sent:** Thursday, April 4, 2024 4:41 PM  
**To:** Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>  
**Subject:** FW: St Johns County Receipt

**Scott Wild, P.E.**  
[England-Thims & Miller, Inc.](#) | [WildS@etminc.com](mailto:WildS@etminc.com)  
office: 904.265.3120 | cell: 904.610.2008

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**From:** Scott Wild  
**Sent:** Thursday, April 4, 2024 4:39 PM  
**To:** Emily Miller <[MillerE@etminc.com](mailto:MillerE@etminc.com)>  
**Subject:** FW: St Johns County Receipt

Emily,

The appropriate number for the plat processing is 22471.00000. You should be charging your time to that. There is a specific phase for plat processing.

**Scott Wild, P.E.**  
[England-Thims & Miller, Inc.](#) | [WildS@etminc.com](mailto:WildS@etminc.com)  
office: 904.265.3120 | cell: 904.610.2008

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**From:** Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>  
**Sent:** Thursday, April 4, 2024 2:32 PM  
**To:** Scott Wild <[WildS@etminc.com](mailto:WildS@etminc.com)>



**Subject:** FW: St Johns County Receipt

Hey Scott,

This project # is inactive. Do you know if she meant 22471?

**Marcy Carlile** Senior Contract Coordinator  
England-Thims & Miller, Inc. | [CarlileM@etminc.com](mailto:CarlileM@etminc.com)  
office: 904.376.6313

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**From:** Emily Miller <[MillerE@etminc.com](mailto:MillerE@etminc.com)>  
**Sent:** Thursday, April 4, 2024 12:14 PM  
**To:** Marilyn Galen <[GalenM@etminc.com](mailto:GalenM@etminc.com)>; Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>; Angela Morales <[MoralesA@etminc.com](mailto:MoralesA@etminc.com)>  
**Subject:** St Johns County Receipt

Hi ladies,

Please see the attached receipts for Trailmark Phase 12 (ETM #20.277), all three payments were paid using the ETM bank account number.



**Emily Miller** Associate Project Manager  
[MillerE@etminc.com](mailto:MillerE@etminc.com) | cell: 904.806.8845  
office: 904.265.3141 | [etminc.com](http://etminc.com)

**St. Johns County BCC  
Central Cashiering  
Cashier # 24-020744**

**Name :** Whisper Creek Phase 12 Unit B

**Trans Date:** 4/4/2024 11:54:48 AM

**Charges:**

<b>Description</b>	<b>Assoc</b>	<b>Assoc Key</b>		<b>Charge Amount</b>
FIRE DEPT PLAT REVIEW Whisper Creek Phase 12 Unit B	AP	PLAT-2024000018		\$10.00
PLAT REVIEW Whisper Creek Phase 12 Unit B	AP	PLAT-2024000018	"	\$1,204.00
UTILITY PLAN REVIEW Whisper Creek Phase 12 Unit B	AP	PLAT-2024000018	"	\$274.00
			<b>Total</b>	<b>\$1,488.00</b>

**Payment:**

<b>Description</b>	<b>Order Id</b>	<b>Charge Amount</b>
NXLX	179261555	\$1,488.00

**From:** [Marcy Carlile](#)  
**To:** [Marilyn Galen](#)  
**Subject:** FW: St Johns County Receipt  
**Date:** Thursday, April 4, 2024 4:41:51 PM  
**Attachments:** [wi4xvsy2gemu1bpzima\\_V3lZLF9Ife6FqPjlvj.png](#)  
[Receipt.PDF](#)  
[Receipt.PDF](#)  
[Receipt.PDF](#)

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**Marcy Carlile** Senior Contract Coordinator  
[England-Thims & Miller, Inc.](#) | [CarlileM@etminc.com](mailto:CarlileM@etminc.com)  
office: 904.376.6313

---

**From:** Scott Wild <[WildS@etminc.com](mailto:WildS@etminc.com)>  
**Sent:** Thursday, April 4, 2024 4:41 PM  
**To:** Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>  
**Subject:** FW: St Johns County Receipt

**Scott Wild, P.E.**  
[England-Thims & Miller, Inc.](#) | [WildS@etminc.com](mailto:WildS@etminc.com)  
office: 904.265.3120 | cell: 904.610.2008

---

**From:** Scott Wild  
**Sent:** Thursday, April 4, 2024 4:39 PM  
**To:** Emily Miller <[MillerE@etminc.com](mailto:MillerE@etminc.com)>  
**Subject:** FW: St Johns County Receipt

Emily,

The appropriate number for the plat processing is 22471.00000. You should be charging your time to that. There is a specific phase for plat processing.

**Scott Wild, P.E.**  
[England-Thims & Miller, Inc.](#) | [WildS@etminc.com](mailto:WildS@etminc.com)  
office: 904.265.3120 | cell: 904.610.2008

---

**From:** Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>  
**Sent:** Thursday, April 4, 2024 2:32 PM  
**To:** Scott Wild <[WildS@etminc.com](mailto:WildS@etminc.com)>

**Subject:** FW: St Johns County Receipt

Hey Scott,

This project # is inactive. Do you know if she meant 22471?

**Marcy Carlile** Senior Contract Coordinator  
England-Thims & Miller, Inc. | [CarlileM@etminc.com](mailto:CarlileM@etminc.com)  
office: 904.376.6313

---

**From:** Emily Miller <[MillerE@etminc.com](mailto:MillerE@etminc.com)>  
**Sent:** Thursday, April 4, 2024 12:14 PM  
**To:** Marilyn Galen <[GalenM@etminc.com](mailto:GalenM@etminc.com)>; Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>; Angela Morales <[MoralesA@etminc.com](mailto:MoralesA@etminc.com)>  
**Subject:** St Johns County Receipt

Hi ladies,

Please see the attached receipts for Trailmark Phase 12 (ETM #20.277), all three payments were paid using the ETM bank account number.



**Emily Miller** Associate Project Manager  
[MillerE@etminc.com](mailto:MillerE@etminc.com) | cell: 904.806.8845  
office: 904.265.3141 | [etminc.com](http://etminc.com)

**St. Johns County BCC**

**Central Cashiering**

**Cashier # 24-020747**

**Name :** Whisper Creek Phase 12 Unit C

**Trans Date:** 4/4/2024 11:58:21 AM

**Charges:**

<b>Description</b>	<b>Assoc</b>	<b>Assoc Key</b>	<b>Charge Amount</b>
FIRE DEPT PLAT REVIEW Whisper Creek Phase 12 Unit C	AP	PLAT-2024000019	\$10.00
PLAT REVIEW Whisper Creek Phase 12 Unit C	AP	PLAT-2024000019	" \$1,792.00
UTILITY PLAN REVIEW Whisper Creek Phase 12 Unit C	AP	PLAT-2024000019	" \$274.00
		<b>Total</b>	<b>\$2,076.00</b>

**Payment:**

<b>Description</b>	<b>Order Id</b>	<b>Charge Amount</b>
NXLX	179261927	\$2,076.00

**From:** [Marcy Carlile](#)  
**To:** [Marilyn Galen](#)  
**Subject:** FW: St Johns County Receipt  
**Date:** Thursday, April 4, 2024 4:41:51 PM  
**Attachments:** [wi4xsv2gemu1bpzim0\\_V3iZLF9Ife6FqPjlv1.png](#)  
[Receipt.PDF](#)  
[Receipt.PDF](#)  
[Receipt.PDF](#)

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**Marcy Carlile** Senior Contract Coordinator  
[England-Thims & Miller, Inc.](#) | [CarlileM@etminc.com](mailto:CarlileM@etminc.com)  
office: 904.376.6313

---

**From:** Scott Wild <[WildS@etminc.com](mailto:WildS@etminc.com)>  
**Sent:** Thursday, April 4, 2024 4:41 PM  
**To:** Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>  
**Subject:** FW: St Johns County Receipt

**Scott Wild, P.E.**  
[England-Thims & Miller, Inc.](#) | [WildS@etminc.com](mailto:WildS@etminc.com)  
office: 904.265.3120 | cell: 904.610.2008

---

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**To:** Emily Miller <[MillerE@etminc.com](mailto:MillerE@etminc.com)>  
**Subject:** FW: St Johns County Receipt

Emily,

The appropriate number for the plat processing is 22471.00000. You should be charging your time to that. There is a specific phase for plat processing.

**Scott Wild, P.E.**  
[England-Thims & Miller, Inc.](#) | [WildS@etminc.com](mailto:WildS@etminc.com)  
office: 904.265.3120 | cell: 904.610.2008

---

**From:** Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>  
**Sent:** Thursday, April 4, 2024 2:32 PM  
**To:** Scott Wild <[WildS@etminc.com](mailto:WildS@etminc.com)>

**Subject:** FW: St Johns County Receipt

Hey Scott,

This project # is inactive. Do you know if she meant 22471?

**Marcy Carlile** Senior Contract Coordinator  
England-Thims & Miller, Inc. | [CarlileM@etminc.com](mailto:CarlileM@etminc.com)  
office: 904.376.6313

---

**From:** Emily Miller <[MillerE@etminc.com](mailto:MillerE@etminc.com)>

**Sent:** Thursday, April 4, 2024 12:14 PM

**To:** Marilyn Galen <[GalenM@etminc.com](mailto:GalenM@etminc.com)>; Marcy Carlile <[CarlileM@etminc.com](mailto:CarlileM@etminc.com)>; Angela Morales <[MoralesA@etminc.com](mailto:MoralesA@etminc.com)>

**Subject:** St Johns County Receipt

Hi ladies,

Please see the attached receipts for Trailmark Phase 12 (ETM #20.277), all three payments were paid using the ETM bank account number.



**Emily Miller** Associate Project Manager  
[MillerE@etminc.com](mailto:MillerE@etminc.com) | cell: 904.806.8845  
office: 904.265.3141 | [etminc.com](http://etminc.com)

**St. Johns County BCC  
Central Cashiering  
Cashier # 24-022176**

**Name :** Trailmark Phase 12

**Trans Date:** 4/10/2024 10:43:39 AM

**Charges:**

<b>Description</b>	<b>Assoc</b>	<b>Assoc Key</b>		<b>Charge Amount</b>
FIRE SERVICE ZONING REVIEW Trailmark Phase 12	AP	MODCP-2024000058		\$50.00
MODS TO CONSTR PLANS Trailmark Phase 12	AP	MODCP-2024000058	"	\$210.00
UTILITY PLAN REVIEW Trailmark Phase 12	AP	MODCP-2024000058	"	\$110.00
			<b>Total</b>	<b>\$370.00</b>

**Payment:**

<b>Description</b>	<b>Order Id</b>	<b>Charge Amount</b>
NXLX	179565410	\$370.00



**From:** [Clint Blalock](#)  
**To:** [Marilyn Galen](#)  
**Cc:** [Scott Wild](#); [Nick Menyhart](#)  
**Subject:** FW: St. Johns County Growth Management  
**Date:** Wednesday, April 10, 2024 10:48:58 AM  
**Attachments:** [Receipt.PDF](#)

---

Marilyn,

I just completed this \$370.00 SJC transaction for the MODCP submittal fee for the Trailmark Phase 12 project. The project number is 22471.00000.

Thank you,

**Clint Blalock** Project Manager  
[England-Thims & Miller, Inc.](#) | [BlalockC@etminc.com](mailto:BlalockC@etminc.com)  
office: 904.265.3129 | cell: 904.627.0691

---

**From:** [bldcodes@sjcfl.us](mailto:bldcodes@sjcfl.us) <[bldcodes@sjcfl.us](mailto:bldcodes@sjcfl.us)>  
**Sent:** Wednesday, April 10, 2024 10:44 AM  
**To:** Clint Blalock <[BlalockC@etminc.com](mailto:BlalockC@etminc.com)>  
**Subject:** St. Johns County Growth Management

**Receipt Paid for Via LexisNexis**

**CAUTION:** This email originated from outside of ETM. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 8, 2024

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA # [REDACTED]

First National Bank of Omaha

Kutak Rock LLP

A/C # [REDACTED]

Reference: Invoice No. 3338670

Client Matter No. 18323-2

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Six Mile Creek CDD  
Governmental Management Services – St. Augustine  
Suite 114  
475 West Town Place  
St. Augustine, FL 32092

Invoice No. 3338670  
18323-2

Re: Six Mile Creek CDD - Project Construction

For Professional Legal Services Rendered

11/01/23	W. Haber	0.60	141.00	Review and respond to inquiry from Brecht regarding agreement for Powers agreement; begin preparation of agreement
11/02/23	W. Haber	0.40	94.00	Confer with McGaffney regarding agreement with Power; review and revise same
11/06/23	W. Haber	0.60	141.00	Prepare agreement for playground installation; confer with Taylor regarding same
11/21/23	W. Haber	0.20	47.00	Prepare responses to notices to owner

TOTAL HOURS 1.80

TOTAL FOR SERVICES RENDERED \$423.00

TOTAL CURRENT AMOUNT DUE \$423.00

**REQUISITION NO. 82**

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

**\$2,640,000**

**CAPITAL IMPROVEMENT REVENUE BOND  
SERIES 2021(AA3, Phase 2)**

#181  
300-171-101

The undersigned, a Responsible Officer of Six Mile Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2007, as supplemented by a Tenth Supplemental Trust Indenture, dated as of November 1, 2021 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 82
  
- (B) Name of Payee: Kutak Rock, LLP  
ABA# [REDACTED]  
First National Bank of Omaha  
A/C # [REDACTED]
  
- (C) Amount Payable: Total: \$ 2,206.50
  
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Professional services related to project construction – Invoice 3338670 (February 2024) & 3381786 (November 2023)
  
- (E) Fund or Account from which disbursement to be made:

**Capital Improvement Revenue Bond Series 2021(Assessment Area 3, Phase 2)**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Phase 1 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

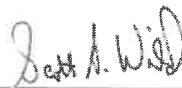
**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Chairperson, Board of Supervisors

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.



\_\_\_\_\_  
Consulting Engineer

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600  
Facsimile 404-222-4654

Federal ID 47-0597598

April 24, 2024

**Check Remit To:**

Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA # [REDACTED]

First National Bank of Omaha  
Kutak Rock LLP

A/C # [REDACTED]

Reference: Invoice No. 3381786

Client Matter No. 18323-2

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Six Mile Creek CDD  
Governmental Management Services – St. Augustine  
Suite 114  
475 West Town Place  
St. Augustine, FL 32092

Invoice No. 3381786  
18323-2

Re: Six Mile Creek CDD - Project Construction

For Professional Legal Services Rendered

02/02/24	W. Haber	0.50	117.50	Review correspondence and confer with Cornelison regarding agreement for Phase 13; begin preparation of same
02/05/24	W. Haber	0.30	70.50	Review correspondence regarding remediation; review agreements related to same
02/05/24	W. Haber	0.30	70.50	Review correspondence regarding maintenance barn for Reverie recreation facilities; confer with McGaffney regarding same
02/05/24	W. Haber	0.40	94.00	Confer with Cornelison regarding agreement for Phase 13; review same
02/05/24	K. Magee	1.00	180.00	Draft agreement regarding mailbox kiosks
02/06/24	W. Haber	0.40	94.00	Confer with Taylor regarding status of remediation; review correspondence from contractors

**KUTAK ROCK LLP**

Six Mile Creek CDD

April 24, 2024

Client Matter No. 18323-2

Invoice No. 3381786

Page 2

02/07/24	W. Haber	0.40	94.00	Review and revise agreements for mailboxes; confer with Taylor regarding agreement for Three Amigos
02/07/24	K. Jusevitch	0.20	25.00	Correspond with district manager regarding notice to owner
02/08/24	K. Jusevitch	0.20	25.00	Correspond with district manager regarding notice to owner
02/09/24	W. Haber	0.40	94.00	Review and revise agreement for mailbox and signage installation and confer with McKenna regarding same
02/12/24	A. Warner	0.50	62.50	Prepare agreement for Tree Amigos and confer with Haber
02/14/24	W. Haber	0.50	117.50	Review and revise agreements for landscape improvements; confer with Taylor and McKenna regarding same
02/15/24	W. Haber	0.40	94.00	Review and revise agreements with Tree Amigos; confer with McGaffney regarding approval of same
02/21/24	W. Haber	0.20	47.00	Review and revise agreement with Tree Amigos for landscape installation
02/22/24	W. Haber	0.50	117.50	Review correspondence and prepare agreement with JUM for Phase 13
02/23/24	W. Haber	0.50	117.50	Review correspondence regarding Phase 13 agreement; continue to prepare same
02/26/24	W. Haber	0.80	188.00	Prepare agreement with JUM for Phase 13; review documents regarding same
02/27/24	K. Jusevitch	1.10	137.50	Research and prepare responses to notices to owner
02/28/24	K. Jusevitch	0.30	37.50	Transmit notice to owner responses; confer with Haber
TOTAL HOURS		8.90		

**KUTAK ROCK LLP**

Six Mile Creek CDD

April 24, 2024

Client Matter No. 18323-2

Invoice No. 3381786

Page 3

TOTAL FOR SERVICES RENDERED \$1,783.50

TOTAL CURRENT AMOUNT DUE \$1,783.50

UNPAID INVOICES:

January 8, 2024	Invoice No. 3338670	423.00
March 13, 2024	Invoice No. 3366050 (Req 79 - April)	211.50

TOTAL DUE \$2,418.00

All About Water, LLC  
1608 N Summer Ridge Ct  
Saint Augustine, FL  
32092-3767  
904-826-5355  
<http://www.allaboutwaterstaug.com>



**BILL TO**  
Six Mile Creek CDD Reverie  
6200 Lee Vista Blvd  
Ste 300  
Orlando FL 32801

INVOICE 7310

DATE 05/06/2024 TERMS Due on receipt

DUE DATE 06/01/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Dog Park	1	0.00	0.00
105		Softwash fences	1	300.00	300.00
105		Softwash dog obstacles	1	50.00	50.00
105		Concrete pads	1	75.00	75.00

TOTAL DUE \$425.00

Approved: #38

Call Scott Carr

Rec'd 5/6/2024

002-320-53800-47800

Paw Park Maintenance



FSJ Pool Services, LLC. dba America's  
 Swimming Pool Co. of St. Augustine  
 52 Tuscan Way Suite 202 Box # 243  
 St. Augustine, FL 32092  
 904-788-3111  
 staugustine@asppoolco.com  
 www.asppoolco.com/st-augustine/

Invoice



BILL TO  
 Reverie Six Mile E CDD  
 Evergreen Lifestyle Mgt  
 1408 Hamlin Avenue  
 Unit E  
 St. Cloud, FL 34771

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
5811	05/01/2024	\$1,620.00	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Services	All parts, labor and materials to: Install new spa filter o-ring, install new chlorine tank and replace heater Rola Chem feeders and tubing	1,620.00

To pay by check please mail to:  
 52 Tuscan Way Suite 202 #243  
 St Augustine, FL 32092.

BALANCE DUE

\$1,620.00

Approved: *Cam Smith* CAM

rec'd: 4/30/2024

#18  
 002-340-53800-46500 Pool Maintenance

FSJ Pool Services, LLC. dba America's  
Swimming Pool Co. of St. Augustine  
52 Tuscan Way Suite 202 Box # 243  
St. Augustine, FL 32092  
904-788-3111  
staugustine@asppoolco.com  
www.asppoolco.com/st-augustine/

# Invoice



**BILL TO**  
Six Mile Creek - Reverie  
6200 Lee Vista Boulevard  
Suite 300  
Orlando, FL 32801

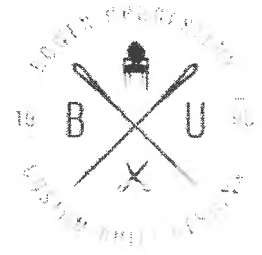
INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
5832	05/01/2024	\$2,060.00	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	<b>MAINTENANCE</b>	Swimming Pool Maintenance	2,060.00
		<b>BALANCE DUE</b>	<b>\$2,060.00</b>

#18  
Approved: *Allen Junt CAM*  
Rec'd: 5/1/2024  
002-340-53800-46500  
Pool Maintenance

**Bowen Upholstery, Inc**

4012 Saint Augustine Rd  
Jacksonville, FL 32207 US  
(904) 398-0140  
bowenupholstery@yahoo.com  
http://bowenupholstery.com



**RECEIVED**  
MAY 07 2024  
BY: \_\_\_\_\_

**BILL TO:**  
Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando, FL 32801

INVOICE 3531  
DATE 05/06/2024  
TERMS Net 30  
DUE DATE 06/05/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Seat	repair/replace frame	1	45.00	45.00T
		SUBTOTAL			45.00
		TAX			3.38
		TOTAL			48.38
		BALANCE DUE			<b>\$48.38</b>

#47 Repairs & Maintenance  
002-340-53800-46000

# CommercialFitnessProducts

# Invoice

5034 N Hiatus Road      954-747-5128      Phone  
 Sunrise, FL 33351      954-747-5131      Fax

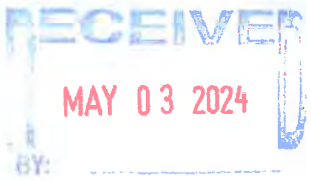
Date	Invoice #
5/2/2024	CC05005

Sold To

Ship To

Six Mile Creek CDD  
 6200 Lee Vista Boulevard  
 Suite 300  
 Orlando, FL 32801

Reverie Amenity Center  
 35 Rustic Mill Drive  
 St Augustine, FL 32092

Rep	Account #	Sales Order No.	Ship Date	Purchase Order #	Terms	Due Date
MSM	SMC805	F05022401M	5/2/2024	Verbal	Net 30	6/1/2024
Qty	Item Code	Description			Price Each	Amount
1	Athletix W	Equipment cleaning wipes - 4 rolls/case; 900 wipes/roll			179.00	179.00
 <p>#8                  Approved: <i>Calo Jones</i>                  recd. 5/3/2024                  Janitorial Supplies                  002-340-53800-                  46900</p>						

Thank you for your business!

[www.comnfitnessproducts.com](http://www.comnfitnessproducts.com)

<b>Total</b>	<b>\$179.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$179.00</b>

Dynamic Security Professionals, Inc.

P.O. Box 23861  
 Jacksonville, FL 32241  
 EF0001108

# Invoice

Date	Invoice #
4/18/2024	43884

<b>Bill To</b>
Six Mile Creek Amenity CDD 475 West Town Place #114 St. Augustine, FL 32092

<b>Location</b>
Reverie 35 Rustic Mill Drive St. Augustine, FL 32092



P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
2	Technician re-installed 3 speaker/strobes and replace 2 manual pull stations to fitness and aerobics rooms after drywall had been replaced due to mold. Rewired each device and tested system with central station.	85.00	170.00
1.5	Trip Fee	85.00	127.50
2	Addressable Manual Pull Stations	200.00	400.00

#16  
 2.749.578 .16

Thank you for your business.	<b>Sales Tax (6.5%)</b>	\$0.00
	<b>Total</b>	\$697.50
	<b>Payments/Credits</b>	\$0.00

Dynamic Security Professionals, Inc.

P.O. Box 23861  
Jacksonville, FL 32241  
EF0001108

# Invoice

Date	Invoice #
4/29/2024	43906

<b>Bill To</b>
Six Mile Creek Amenity CDD 475 West Town Place #114 St. Augustine, FL 32092

<b>Location</b>
Fire Alarm System



P.O. No.	Terms
Colleen Specht	Due on receipt

Quantity	Description	Rate	Amount
4.5	Technician performed Annual Fire System Inspection and Test. Cleaned all detectors with pressurized air. Verified all signals. Found access control company had installed a maglock on the fitness door. This needs to be connected to the fire alarm for auto unlock upon a fire alarm. We let Carlton Construction know about the issue.	85.00	382.50
1	Can of Test Smoke	15.00	15.00
1	Can of Test Carbon Monoxide	15.00	15.00
1	Can of Pressurized Air	15.00	15.00

Thank you for your business.

**Sales Tax (6.5%)** \$0.00

**Total** \$427.50

**Payments/Credits** \$0.00

#16  
 Approved: *[Signature]* CAM  
 Expense due to remediation.

002-340-53800-34600

Rev'd 4/29/2024



MCCALL SERVICE  
 PO BOX 600730  
 JACKSONVILLE, FL 32260-0730  
 800-342-6948

**Service Slip/Invoice**

INVOICE: 59288828  
 DATE: 4/29/2024  
 ORDER: 59288828

Bill to: [77002840]  
 Six Mile Creek CDD East Parcel Reve  
 6200 Leevista Blvd  
 SUITE 300  
 ORLANDO, FL 32822-5149

Work Location: [77002840] 904-436-5510  
 SIX MILE CREEK EAST PARCEL  
 35 RUSTIC MILL DR  
 ST AUGUSTINE, FL 32092

Work Date	Time	Target Pest	Technician	Time In
4/29/2024	12:42 PM		JRWILLIAMS	12:42 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	4/29/2024		01:16 PM
			Lic:JE338944/LF339470	

Service	Description	Price
FL COMM PM	FL COMMERCIAL PEST MGMT	\$75.00
<p>Today I spoke with staff they reported no issues today. Today I treated the interior kitchen area I applied a gel bait to all cracks and crevices.</p> <p>For the exterior I began by sweeping down all spider webs and cobwebs. I then applied a liquid residual and granular bait around the perimeter of the property.</p> <p>Thank you for choosing McCall service J Williams</p> <p>#22</p> <p>Approved: <i>Cal G Smith</i> CAM            002-340-53800-46800</p> <p><del>Rec'd 4/30/2024</del>            PEST CONTROL</p>		<p><b>SUBTOTAL</b> \$75.00  <b>TAX</b> \$0.00  <b>AMT. PAID</b> \$0.00  <b>TOTAL</b> \$75.00</p> <hr/> <p><b>AMOUNT DUE</b> \$75.00</p>
		<p><i>[Signature]</i></p> <hr/> <p>TECHNICIAN SIGNATURE</p>
		<hr/> <p>CUSTOMER SIGNATURE</p>

RECEIVED  
 APR 30 2024  
 BY: \_\_\_\_\_

balances outstanding over 90 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay account expenses in the event of collection.

This invoice is not valid unless it is accompanied by a copy of the invoice and the invoice is not to be used for any other purpose.

PLEASE PAY FROM THIS INVOICE



# REVERIE

AT TRAILMARK

Invoice Number: 10969259  
Invoice Date: 4/23/2024  
Terms: Net 30  
Period Begin: 4/1/2024

Reverie HOA: 100-OSPU

**Reverie at TrailMark HOA**  
Service Address: 35 Day Break Drive  
St Augustine, FL 32092

Customer: Six Mile Creek CDD  
**Total Amount Due: \$798.60**

**BILLING ADDRESS: FS Residential,**  
2950 North 28<sup>th</sup> Terrace, Hollywood, FL 33020  
Please indicate on check GL CODE 41011-00

RECEIVED  
APR 24 2024  
BY:

Medical Insurance: #23  
Staff Reverie (East Parcel)

Position title	Employee	Amount
Field Operations Mgmt 2 320-578-122	Colleen Specht	72.60
Field Mgmt/Admin 2 340-578-121	Carl Marchand	726.00
	Subtotal	<b>798.60</b>
	Tax	0
	<b>Total</b>	<b>798.60</b>

Approved: Carl Specht  
Date: 4/24/2024



# REVERIE

AT TRAILMARK

Invoice Number: 10970203  
 Invoice Date: 4/26/2024  
 Terms: Net 30  
 Period Begin: 4/6/2024  
 Period End: 4/19/2024  
 Reverie HOA: 100-OSPU

**Reverie at TrailMark HOA**  
 Service Address: 35 Day Break Drive  
 St Augustine, FL 32092

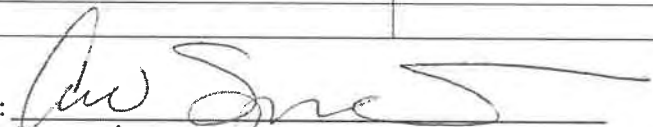
Customer: Six Mile Creek CDD  
**Total Amount Due: \$5,922.24**

**BILLING ADDRESS: FS Residential,**  
 2950 North 28<sup>th</sup> Terrace, Hollywood, FL 33020  
 Please include on check GL CODE 41011-00

RECEIVED  
 APR 29 2024  
 BY: \_\_\_\_\_

**Staff Reverie (East Parcel)**

Position title	Employee	Amount
#23		
Field Operations Mgmt 2-320-578-122	Colleen Specht	393.75
Administrator, On-Site Property 2-340-578-121	Paula Linge	2,065.05
Field Mgmt/Admin 2-340-578-121	Janitorial Coverage for Marchand vacation (5 days)	777.89
Field Mgmt/Admin	Carl Marchand	2,685.55
	<b>Subtotal</b>	<b>5,922.24</b>
	Tax	0
	<b>Total</b>	<b>5,922.24</b>

Approved:   
 Date: 4/29/2024



Pay by Phone (844) 752-8845  
 Phone (904) 209-2700  
 Fax (904) 209-2718  
 Toll Free (877) 837-2311

PO Drawer 3006  
 St. Augustine, FL 32085

<b>Statement Date</b> 04/19/2024	<b>Current Charges Due Date</b> 05/19/2024
-------------------------------------	---

Current Month Activity				
Services Dates	Service Description	Units	Amount	Total
3/19/24	Amount of Your Last Statement			15.31
4/2/24	Payment - Thank You		-15.31	
	Past Due Balance			0.00
	<b>Water Rates</b>			
	Base Rate	15.01	1.00	15.01
<b>Consumption Fees</b>	0 - 5,000 Gallons	3.81	0.07	0.27
	<b>Water Total</b>		<b>0.07</b>	<b>15.28</b>
	Past Due Balance			0.00
	Current Charges			15.28
	<b>Amount Now Due / Credits</b>			<b>15.28</b>

SIX MILE CREEK CDD/TRAILMARK SUBDIVISION

**Account Number:**  
556887-141819

**Service Address:**  
255 RUSTIC MILL DR

**Service Type:**  
Commercial

**Days in Billing Cycle:** 30

**Deposit Amount:** \$ 0.00

**Deposit Date:**

**Geo Code:** WGV

Meter Number: 89952575

Present Read Date: 04/18/2024

Previous Read Date: 03/19/2024

Current Reading: 506

Previous Reading: 499

Gallons Used: 7.00

#5  
2-746-78471



Past Due Balances are subject to a Late Fee of 1.5% or \$5.00, whichever is greater and disconnection of service if not paid.

**MESSAGE CENTER**

In 2022, SJCUD detected 11 contaminants in the drinking water. All contaminants were at allowable levels & no health based violations were reported. Please go to [www.sjcf.us/WaterReport/NorthWest.pdf](http://www.sjcf.us/WaterReport/NorthWest.pdf) to view you report. This report contains important info about the source & quality of your water. To receive a hard copy of the report or if you have any questions please call 904-209-2700.

[www.sjcutility.us](http://www.sjcutility.us)

See reverse for monthly draft options or credit card payments.

Please detach and return with your payment.

FL29539F



ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006

Account Number		Date Due	
556887-141819		05/19/2024	
Past Due Amount	Current Charges/Credits	Amount Now Due	After Due Date Pay
0.00	15.28	15.28	20.28
Please Enter Amount Paid \$			15.28



Please write your account number on your check and remit to:

ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006



SIX MILE CREEK CDD/TRAILMARK SUBDIVISION  
 6200 LEE VISTA BLVD STE 300  
 ORLANDO FL 32822-5149

000000141819000000556887000000001528000000002028

Check for Address Change



Pay by Phone (844) 752-8845  
 Phone (904) 209-2700  
 Fax (904) 209-2718  
 Toll Free (877) 837-2311

PO Drawer 3006  
 St. Augustine, FL 32085

SIX MILE CREEK CDD/TRAILMARK SUBDIVISION

**Account Number:**  
 556887-144358

**Service Address:**  
 35 RUSTIC MILL DR

**Service Type:**  
 Commercial

**Days in Billing Cycle:** 30

**Deposit Amount:** \$ 250.00

**Deposit Date:** 04/22/2022

**Geo Code:** WGV

**Meter Number:** 89442386

**Present Read Date:** 04/18/2024

**Previous Read Date:** 03/19/2024

**Current Reading:** 142127

**Previous Reading:** 136575

**Gallons Used:** 5,552.00

#S  
 2-34057643



<b>Statement Date</b> 04/19/2024	<b>Current Charges Due Date</b> 05/19/2024
-------------------------------------	---

Current Month Activity				
Services Dates	Service Description	Units	Amount	Total
3/19/24	Amount of Your Last Statement			1,049.55
4/2/24	Payment - Thank You		-1,049.55	
	Past Due Balance			0.00
<b>Water Rates</b>				
	Meter Maintenance Charge	15.00	1.00	15.00
	Base Rate	225.08	1.00	225.08
<b>Consumption Fees</b>	0 - 75,000 Gallons	3.81	55.52	211.53
	<b>Water Total</b>		<b>55.52</b>	<b>451.61</b>
<b>Wastewater Rates</b>				
	Base Rate	264.40	1.00	264.40
<b>Consumption Fees</b>	0 + Sewer Gallons	6.64	55.52	368.65
	<b>Wastewater Total</b>		<b>55.52</b>	<b>633.05</b>
	<b>Past Due Balance</b>			<b>0.00</b>
	<b>Current Charges</b>			<b>1,084.66</b>
	<b>Amount Now Due / Credits</b>			<b>1,084.66</b>

Past Due Balances are subject to a Late Fee of 1.5% or \$5.00, whichever is greater and disconnection of service if not paid.

**MESSAGE CENTER**

In 2022, SJCUD detected 11 contaminants in the drinking water. All contaminants were at allowable levels & no health based violations were reported. Please go to [www.sjcfi.us/WaterReport/NorthWest.pdf](http://www.sjcfi.us/WaterReport/NorthWest.pdf) to view you report. This report contains important info about the source & quality of your water. To receive a hard copy of the report or if you have any questions please call 904-209-2700.

[www.sjctility.us](http://www.sjctility.us)

See reverse for monthly draft options or credit card payments.

Please detach and return with your payment.

FL29539F



ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006

Account Number		Date Due	
556887-144358		05/19/2024	
Past Due Amount	Current Charges/Credits	Amount Now Due	After Due Date Pay
0.00	1,084.66	1,084.66	1,100.93
Please Enter Amount Paid \$			1084.66



Please write your account number on your check and remit to:

ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006



SIX MILE CREEK CDD/TRAILMARK SUBDIVISION  
 6200 LEE VISTA BLVD STE 300  
 ORLANDO FL 32822-5149

00000144358000000556887000000108466000000110093

Check for Address Change

**INVOICE**

Sitex Aquatics, LLC  
PO Box 917  
Parrish, FL 34219

office@sitexaquatics.com  
+1 (813) 664-2322



Six Mile Creek c/o Reverie

**Bill to**  
Six Mile Creek c/o Reverie  
6200 Lee Vista Boulevard,  
Suite 300  
Orlando, FL 32822

**Ship to**  
Six Mile Creek c/o Reverie  
6200 Lee Vista Boulevard,  
Suite 300  
Orlando, FL 32822

**Invoice details**

Invoice no.: 8423-B  
Terms: Net 30  
Invoice date: 05/01/2024  
Due date: 05/31/2024



#	Date	Product or service	Description	Qty	Rate	Amount
1.		LM-Reverie at Trailmark	Monthly Lake Maintenance-Six Waterways	1	\$1,164.00	\$1,164.00
<b>Total</b>						<b>\$1,164.00</b>

Approved: *Calla Spots CAM*

#13

*Lake Maintenance*

*rec'd. 5/7/24*

*002-320-53800-46400*



Staples  
 ATTN: FSSC  
 500 Staples Dr  
 Framingham, MA 01702



**SIX MILE CREEK CDD**  
 Attention: TERESA VISCARRA  
 475 W TOWN PLACE  
 ST AUGUSTINE, FL 32092

Summary Number 7000508295

<b>Invoice Number</b>	<b>Invoice Amount</b>
6001825627	\$39.48
<b>Invoice Date</b>	<b>Due Date</b>
04/30/2024	05/30/2024
<b>Order Number</b>	<b>Terms</b>
7906184313-000-001	Net 30 Days
<b>Bill To</b>	<b>Customer Account</b>
@D24563	RCH 27258318

**Detail Invoice**

<b>Budget Center</b>	<b>BC Description</b>
<b>PO Number</b>	<b>PO Description</b>
<b>PO Release</b>	<b>PO Release Description</b>

<b>Ordered By</b>	<b>Order Date</b>
COLLEEN SPECHT	04/24/2024
<b>Deliver To</b>	<b>Approved By</b>
COLLEEN SPECHT	
<b>Ship-to ID</b>	
REVERIE	

**Shipping Address**  
 35 RUSTIC MILL DRIVE ST. AUGUSTINE FL 32092

Line	Item Number	Description/LIBC	Cust SKU	UOM	Qty	Unit Price	Extended Price	Tax Amount	Total
1	24360010	COFFEEMATE ORIGINAL SS 360CT	24360010	CT	1	\$31.49	\$31.49	\$0.00	\$31.49
Freight/Other \$7.99							Tax \$0.00	Subtotal: \$31.49	Total: \$39.48

#27  
 002-340-53800-47200 Special Events  
 \$39.48

approved: *[Signature]*  
 received 5/6/2024

Please Remit All Payments To:	
ACH	Check
Wells Fargo Account: 4654634682 Routing: 121000248 ARRemittance@Staples.com	Staples PO Box 70242 Philadelphia, PA 19176-0242





Staples  
 ATTN: FSSC  
 500 Staples Dr  
 Framingham, MA 01702

RECEIVED  
 MAY 06 2024  
 BY:

SIX MILE CREEK CDD  
 Attention: TERESA VISCARRA  
 475 W TOWN PLACE  
 ST AUGUSTINE, FL 32092

Summary Number 7000508295

<b>Invoice Number</b>	<b>Invoice Amount</b>
6001825628	\$53.69
<b>Invoice Date</b>	<b>Due Date</b>
04/30/2024	05/30/2024
<b>Order Number</b>	<b>Terms</b>
7631036946-000-001	Net 30 Days
<b>Bill To</b>	<b>Customer Account</b>
@D24563	RCH 27258318

**Detail Invoice**

<b>Budget Center</b>	<b>BC Description</b>
<b>PO Number</b>	<b>PO Description</b>
<b>PO Release</b>	<b>PO Release Description</b>

<b>Ordered By</b>	<b>Order Date</b>
COLLEEN SPECHT	04/19/2024
<b>Deliver To</b>	<b>Approved By</b>
COLLEEN SPECHT	
<b>Ship-to ID</b>	
REVERIE	

**Shipping Address**  
 35 RUSTIC MILL DRIVE ST. AUGUSTINE FL 32092

Line	Item Number	Description/LIBC	Cust SKU	UOM	Qty	Unit Price	Extended Price	Tax Amount	Total
1	122374	COPYPLUS 8.5X11 COPY CS	122374	CT	1	\$53.69	\$53.69	\$0.00	\$53.69
Freight/Other \$0.00							Tax \$0.00	Subtotal: \$53.69	Total: \$53.69

#27

Operating Supplies

002-340-53800-51000

\$53.69

approved: *Colleen Specht*

Rec'd: 5/6/2024

Please Remit All Payments To:	
ACH	Check
Wells Fargo Account: 4654634682 Routing: 121000248 ARRemittance@Staples.com	Staples PO Box 70242 Philadelphia, PA 19176-0242

For invoice and payment related inquiries please call 888-753-4103



Staples  
 ATTN: FSSC  
 500 Staples Dr  
 Framingham, MA 01702

RECEIVED  
 MAY 06 2024  
 BY:

SIX MILE CREEK CDD  
 Attention: TERESA VISCARRA  
 475 W TOWN PLACE  
 ST AUGUSTINE, FL 32092

Summary Number 7000508295

<b>Invoice Number</b>	<b>Invoice Amount</b>
6001825631	\$69.78
<b>Invoice Date</b>	<b>Due Date</b>
04/30/2024	05/30/2024
<b>Order Number</b>	<b>Terms</b>
7630343549-000-001	Net 30 Days
<b>Bill To</b>	<b>Customer Account</b>
@D24563	RCH 27258318

**Detail Invoice**

<b>Budget Center</b>	<b>BC Description</b>
<b>PO Number</b>	<b>PO Description</b>
<b>PO Release</b>	<b>PO Release Description</b>

<b>Ordered By</b>	<b>Order Date</b>
COLLEEN SPECHT	04/09/2024
<b>Deliver To</b>	<b>Approved By</b>
COLLEEN SPECHT	
<b>Ship-to ID</b>	
REVERIE	

**Shipping Address**  
 35 RUSTIC MILL DRIVE ST. AUGUSTINE FL 32092

Line	Item Number	Description/LIBC	Cust SKU	UOM	Qty	Unit Price	Extended Price	Tax Amount	Total
1	2759026	KCUP DS ORIG 70CT	2759026	BX	2	\$34.89	\$69.78	\$0.00	\$69.78
Freight/Other \$0.00							Tax \$0.00	Subtotal: \$69.78	Total: \$69.78

#27

Special Events

002-340-53000-47200

approved: *[Signature]*

rec'd: 5/6/2024

Please Remit All Payments To:	
ACH	Check
Wells Fargo Account: 4654634682 Routing: 121000248 ARRemittance@Staples.com	Staples PO Box 70242 Philadelphia, PA 19176-0242

For invoice and payment related inquiries please call 888-753-4103

Page: 1

 **Tree Amigos**  
Outdoor Services


**Invoice**

Invoice#: 202931

Date: 04/22/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822


**Project:** Six Mile Creek Enhancements

  
MAY 01 2024  
BY:

Description	Quantity	Price	Ext Price
Pine Tree Removal			
308 Amberwood - Remove dead Pine tree and leave debris	1.00	937.00	937.00
86 Sky line - Remove dead pine tree and leave debris	1.00	937.00	937.00

**Notes:**

**Invoice Total: \$1,874.00**

#3  
Approved:   
002-320-53800-46600  
Landscape Contingency  
Rec'd 5/1/2024





# Tree Amigos

Outdoor Services



## Invoice

Invoice#: 203051

Date: 04/28/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Six Mile Creek CDD Reverie at Trailmark  
1408 Hamlin Ave  
Unit E  
St. Cloud FL 34771

Description	Quantity	Price	Ext Price
April Monthly Landscaping Maintenance Services	1.00	8,114.43	8,114.43

**Notes:**

**Invoice Total: \$8,114.43**

Approved: *[Signature]*  
received 4/24/2024

#3

002-320-53800-46200

Landscape Maintenance



# Tree Amigos

Outdoor Services

RECEIVED  
APR 24 2024  
BY: \_\_\_\_\_

## Invoice

Invoice#: 203074

Date: 04/29/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Reverie Amenity Center  
50 Rustic Mill Dr  
St. Augustine FL 32092

Description	Quantity	Price	Ext Price
April Monthly Landscape Maintenance	1.00	2,737.07	2,737.07

Notes:

**Invoice Total: \$2,737.07**

Approved: *[Signature]*

Rec'd: 4/24/2024

Landscape Maintenance  
#3

002-340-53800-46200



# Tree Amigos

Outdoor Services

RECEIVED  
APR 25 2024

## Invoice

Invoice#: 203097

Date: 04/30/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Reverie at Trailmark Phase 2 maintenace  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

Description	Quantity	Price	Ext Price
April Monthly <u>Landscape Maintenance</u>	1.00	1,307.57	1,307.57

Notes:

**Invoice Total: \$1,307.57**

#7  
 Approved: *Call [Signature]*  
 002-320-53800-46200  
 Landscape Maintenance  
 rec'd 4/25/2024

# CommercialFitnessProducts

# INVOICE

5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904-562-8318

Email: mark@commfitnessproducts.co

Fax: 239-938-1462

**RECEIVE**  
MAY 09 2024  
BY: \_\_\_\_\_

INVOICE # F05012401M

Date: May 1, 2024

**BILL**

TO: Six Mile Creek CDD  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32092

ATN Teresa Viscara  
Phone 407-347-4103  
Email tviscarra@gmscff.com

**SHIP**

TO: Reverie at Trailmark aka Six Mile Creek  
35 Rustic Mill Dr.  
St. Augustine, FL 32092

ATN Colleen Specht  
Phone 904-436-5510  
Email colleen.specht@fsresidential.com

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	100% Prepaid	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		WELLBEATS - DIGITAL GROUP FITNESS - Annual Renewal		
12	WB-STREAM-M	Monthly Multifamily Streaming Budning Up to 1500 Members - CUSTOMER MUST PROVIDE A WALL MOUNTED SMART TV WITH HARDWIRED INTERNET FOR STREAMING TAX EXEMPT - CDD	\$399.99	\$4,799.88

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$4,799.88
State Tax	\$0.00
Freight	\$0.00
Grand Total	\$4,799.88

Amount Due	\$4,799.88
------------	------------

For Delivery Staff			
Date:	Amount Collected:	Check No.:	
Received By: (Print Name and Sign)			

#8  
Approved. Colleen Specht CAM  
Special events  
002-340-53800-47200



May 1, 2024

Invoice No. 2405-RT



Prepared for Revenue at Trailmark  
50 Rustic Mill Dr. St Augustine FL 32092

DESCRIPTION OF WORK	STATIONS	VISITS	TOTAL
Servicing for - May			
• Pet Waste Station Service	8 stations	1 X Week	\$482

Approved: *Alle Grant Ctrm*  
*Dog Park Maintenance*  
*002-320-53800-47700*  
*Recwd 5/13/2024*

TOTAL \$482

PAID :

Envera  
 8281 Blaikie Court  
 Sarasota, FL 34240  
 (941) 556-0731

Invoice	
Invoice Number 740891	Date 05/01/2024
Customer Number 300389	Due Date 06/01/2024

Page 1

Customer Name	Customer Number	P.O. Number	Invoice Number	Due Date
Six Mile Creek CDD-The Reverie	300389		740891	06/01/2024
Quantity	Description		Rate	Amount
<i>Six Mile Creek CDD-The Reverie, Entrance, Pacetti Rd, Saint Augustine, FL</i>				
1.00	Service & Maintenance 06/01/2024 - 06/30/2024		321.62	321.62
1.00	Virtual Gate Guard Monitoring 06/01/2024 - 06/30/2024		2,390.00	2,390.00
1.00	Service & Maintenance 06/01/2024 - 06/30/2024		8.99	8.99
1.00	Envera Kiosk System 06/01/2024 - 06/30/2024		500.00	500.00
1.00	Data Management 06/01/2024 - 06/30/2024		200.00	200.00
	Sales Tax			0.00
	Payments/Credits Applied			0.00
			<b>Invoice Balance Due:</b>	<b>\$3,420.61</b>

**RECEIVED**  
 MAY 07 2024  
 BY: \_\_\_\_\_

**IMPORTANT MESSAGES**

Important Numbers to Know:

Billing Questions: (941) 556-0743  
 Email: ar@enverasystems.com  
 Service: (941) 556-0734

*approved: [Signature] CAM*

*#4  
 revid: 5/7/2024  
 ENTRY GATE  
 002-340-53800-34500  
 Alarm*

Date	Invoice #	Description	Amount	Balance Due
05/01/2024	740891	Monitoring Services	\$3,420.61	\$3,420.61

Envera  
 8281 Blaikie Court  
 Sarasota, FL 34240  
 (941) 556-0731

Return Service Requested

Invoice	
Invoice Number 740891	Date 05/01/2024
Customer Number 300389	Due Date 06/01/2024

Net Due: \$3,420.61

Amount Enclosed: \_\_\_\_\_

  
 SIX MILE CREEK CDD-THE REVERIE  
 6200 LEE VISTA BLVD STE 300  
 ORLANDO, FL 32822-5149

2765

REMIT TO:  
 Envera  
 PO Box 2086  
 Hicksville, NY 11802

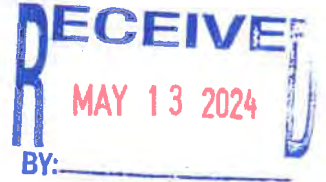
# REVERIE

AT TRAILMARK

Invoice Number: 10972706  
 Invoice Date: 5/10/2024  
 Terms: Net 30  
 Period Begin: 4/20/2024  
 Period End: 5/3/2024  
 Reverie HOA: 100-OSPU

**Reverie at TrailMark HOA**  
 Service Address: 35 Day Break Drive  
 St Augustine, FL 32092

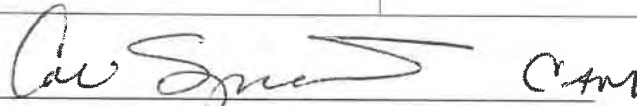
Customer: Six Mile Creek CDD  
 Total Amount Due: **\$5,435.44**



**BILLING ADDRESS: FS Residential,**  
 2950 North 28<sup>th</sup> Terrace, Hollywood, FL 33020  
 Please include on check GL CODE 41011-00

**Staff Reverie (East Parcel)**

Position title	Employee	Amount
Field Operations Mgmt #22 2-320-538-122	Colleen Specht	386.25
Administrator, On-Site Property 2-246-538-121	Paula Linge	2,041.75
Field Mgmt/Admin 2-340-538-121	Carl Marchand	3,007.44
	<b>Subtotal</b>	<b>5,435.44</b>
	Tax	0
	<b>Total</b>	<b>5,435.44</b>

Approved:  CRM  
 Date: 5/13/2024



# Tree Amigos

Outdoor Services

RECEIVED  
MAY 10 2024  
BY: \_\_\_\_\_

## Invoice

Invoice#: 202463

Date: 03/11/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Six Mile Creek Enhancements  
1408 Hamlin Ave Unit E  
Suite E  
St. Cloud FL 34771

Description	Quantity	Price	Ext Price
Rock in Beds Where Mulch is Washing Out			
(40) bags 1.5 inch Brown River Rock	1.00	500.00	500.00
<b>Notes:</b>			
			<b>Invoice Total: \$500.00</b>

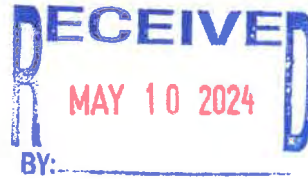
#3  
 Approved: *Oliver Specht, CAM*  
 Landscape Contingency A/C  
 002-320-53800-46600  
 Rec'd 5/10/2024





# Tree Amigos

Outdoor Services



## Invoice

Invoice#: 202464

Date: 03/11/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Six Mile Creek Enhancements  
1408 Hamlin Ave Unit E  
Suite E  
St. Cloud FL 34771

Description	Quantity	Price	Ext Price
Replacement of Loropetalum in Front of Amenities Center			
(55) 3 gal. Arboricola	1.00	1,140.00	1,140.00

**Notes:**

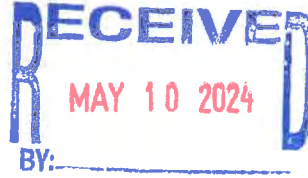
**Invoice Total: \$1,140.00**

#3  
 Approved: *[Signature]* CTM  
 Landscape Seasonal Amenity Center  
 002-340-53800-46201  
 Revd 5/10/2024



# Tree Amigos

Outdoor Services



## Invoice

Invoice#: 202465

Date: 03/11/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Six Mile Creek Enhancements  
1408 Hamlin Ave Unit E  
Suite E  
St. Cloud FL 34771

Description	Quantity	Price	Ext Price
Removal of Sparse Juniper Near Entrance Gate Reverie			
(60) 3 gal. Muhly Grass	1.00	1,230.00	1,230.00
(3) yds Mini Pine Bark	1.00	175.00	175.00

**Notes:**

**Invoice Total: \$1,405.00**

#3  
Approved: *Gillis Sweet, Carl*

*Landscape Mulch & Plant Install*

*002-320-53800 - 46201*

*Rec'd 5/10/2024*



# Tree Amigos

Outdoor Services

RECEIVED  
MAY 10 2024  
BY: \_\_\_\_\_

## Invoice

Invoice#: 202468

Date: 03/11/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Six Mile Creek Enhancements  
1408 Hamlin Ave Unit E  
Suite E  
St. Cloud FL 34771

Description	Quantity	Price	Ext Price
Rock Road in Front of Amenities Center Re-grading			
(8) yds of 57 Stone	1.00	1,500.00	1,500.00
Equipment	1.00	450.00	450.00

Notes:

Invoice Total: **\$1,950.00**

#3  
 Approved: *Callo Grafts, CSM*  
 Landscape Contingency A/C  
 002-320-53800-46600  
 Rec'd 5/10/2024



**Invoice**

Invoice#: 202822

Date: 03/28/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Reverie Amenity Center Enhancements  
50 Rustic Mill Dr  
St. Augustine FL 32092

Description	Quantity	Price	Ext Price
Spring Flower Switchout For Reverie Amenity			
2052 Annual Flowers (Spring)	2,052.00		
Total	1.00	5,848.20	5,848.20

**Notes:**

**Invoice Total: \$5,848.20**

#3  
Approved: *Allen J. [Signature]* CAM  
Landscape Seasonal M/C

002-340-53800 - 46201

rec'd 5/10/2024



# Tree Amigos

Outdoor Services

## Invoice

Invoice#: 203139

Date: 05/13/2024

**Billed To:** Six Mile Creek CDD  
6200 Lee Vista Boulevard  
Suite 300  
Orlando FL 32822

**Project:** Six Mile Creek Enhancements



Description	Quantity	Price	Ext Price
Landscape Enhancement at Bier Garden Install Pine Bark Mulch Reverie			
(20) yds mini pine nuggets	1.00	1,500.00	1,500.00

**Notes:**

Invoice Total: \$1,500.00

#3  
*Landscape Contingency*  
002-320-53800 - 46600

*Approved: Calli Dyacht CTM*  
*Rec'd 5/13/2024*



**Electric Bill Statement**  
**For:** Apr 3, 2024 to May 3, 2024 (30 days)  
**Statement Date:** May 3, 2024  
**Account Number:** 72655-49001  
**Service Address:**  
 35 RUSTIC MILL DR  
 SAINT AUGUSTINE, FL 32092

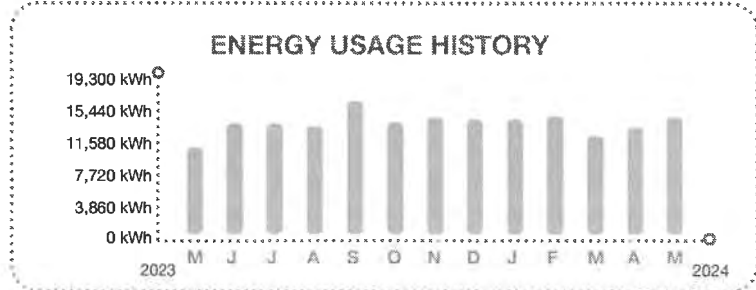
**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT,**  
 Here's what you owe for this billing period.

**CURRENT BILL**

**\$1,411.75**  
 TOTAL AMOUNT YOU OWE

**May 24, 2024**  
 NEW CHARGES DUE BY

Scan to Pay  
or visit  
FPL.com/  
WaystoPay



**BILL SUMMARY**

Amount of your last bill	1,454.73
Payments received	-1,454.73
<hr/>	
Balance before new charges	0.00
Total new charges	1,411.75
<b>Total amount you owe</b>	<b>\$1,411.75</b>

*(See page 2 for bill details.)*

**KEEP IN MIND**

Payment received after July 26, 2024 is considered LATE; a late payment charge of 1% will apply.

#1  
2340-578-413

An approved rate decrease is in effect. Learn more at [FPL.com/Rates](http://FPL.com/Rates).

Customer Service: (386) 252-1541  
 Outside Florida: 1-800-226-3545

Report Power Outages:  
 Hearing/Speech Impaired:

1-800-4OUTAGE (468-8243)  
 711 (Relay Service)



**Ways to Pay**



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1303726554900125711410000

SIX MILE CREEK COMMUNITY  
 DEVELOPMENT DISTRICT  
 C/O REVERIE  
 6200 LEE VISTA BLVD STE 300  
 ORLANDO FL 32822-5149

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 this coupon to:

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 MIAMI FL 33188-0001

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 for ways to pay.

72655-49001  
 ACCOUNT NUMBER

\$1,411.75  
 TOTAL AMOUNT YOU OWE

May 24, 2024  
 NEW CHARGES DUE BY

\$ 1411.75  
 AMOUNT ENCLOSED



**Customer Name:**  
SIX MILE CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT

**Account Number:**  
72655-49001

**BILL DETAILS**

Amount of your last bill	1,454.73
Payment received - Thank you	-1,454.73
Balance before new charges	\$0.00
<b>New Charges</b>	
Rate: GSD-1 GENERAL SERVICE DEMAND	
Base charge:	\$30.21
Non-fuel: ( <i>\$0.028120 per kWh</i> )	\$431.93
Fuel: ( <i>\$0.029780 per kWh</i> )	\$457.42
Demand: ( <i>\$13.02 per KW</i> )	\$455.70
Electric service amount	1,375.26
Gross receipts tax (State tax)	35.29
Taxes and charges	35.29
Regulatory fee (State fee)	1.20
Total new charges	\$1,411.75
<b>Total amount you owe</b>	<b>\$1,411.75</b>

**METER SUMMARY**

Meter reading - Meter KU51158. Next meter reading Jun 5, 2024.

Usage Type	Current	- Previous	x Const	= Usage
kWh used	01810	01682	120	15360
Demand KW	.29		120.00	35

**ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	May 3, 2024	Apr 3, 2024	May 4, 2023
kWh Used	15360	14040	11400
Service days	30	29	29
kWh/day	512	484	393
Amount	\$1,411.75	\$1,454.73	\$1,291.64

**KEEP IN MIND**

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**Electric Bill Statement**  
For: Apr 5, 2024 to May 7, 2024 (32 days)  
**Statement Date:** May 7, 2024  
**Account Number:** 04551-38016  
**Service Address:**  
16 DAYBREAK DR  
SAINT AUGUSTINE, FL 32092

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT,**  
Here's what you owe for this billing period.

**CURRENT BILL**

**\$248.05**

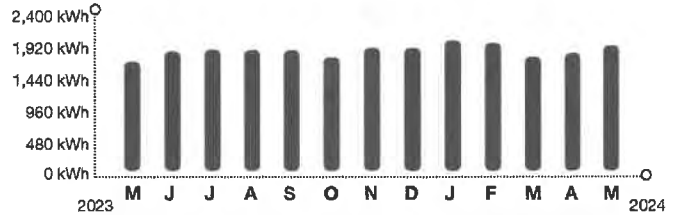
TOTAL AMOUNT YOU OWE

**May 28, 2024**

NEW CHARGES DUE BY

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**ENERGY USAGE HISTORY**



**BILL SUMMARY**

Amount of your last bill	248.95
Payments received	-248.95
Balance before new charges	0.00
Total new charges	248.05
<b>Total amount you owe</b>	<b>\$248.05</b>

(See page 2 for bill details.)

**KEEP IN MIND**

- Payment received after July 29, 2024 is considered LATE; a late payment charge of 1% will apply.

#1  
2-920-578-40



An approved rate decrease is in effect. Learn more at FPL.com/Rates.

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Outside Florida: 1-800-226-3545

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711 (Relay Service)



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DEVELOPMENT DISTRICT  
C/O REVERIE  
6200 LEE VISTA BLVD STE 300  
ORLANDO FL 32822-5149



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MIAMI FL 33188-0001



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04551-38016  
ACCOUNT NUMBER

\$248.05  
TOTAL AMOUNT YOU OWE

May 28, 2024  
NEW CHARGES DUE BY

\$ **248.05**  
AMOUNT ENCLOSED





**Customer Name:** SIX MILE CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT

**Account Number:** 04551-38016

**BILL DETAILS**

Amount of your last bill	248.95
Payment received - Thank you	-248.95
<b>Balance before new charges</b>	<b>\$0.00</b>
<b>New Charges</b>	
Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.78
Non-fuel: (\$0.082130 per kWh)	\$167.96
Fuel: (\$0.029780 per kWh)	\$60.90
<b>Electric service amount</b>	<b>241.64</b>
Gross receipts tax (State tax)	6.20
Taxes and charges	6.20
Regulatory fee (State fee)	0.21
<b>Total new charges</b>	<b>\$248.05</b>
<b>Total amount you owe</b>	<b>\$248.05</b>

**METER SUMMARY**

Meter reading - Meter ACD5597. Next meter reading Jun 6, 2024.

<b>Usage Type</b>	<b>Current</b>	<b>-</b>	<b>Previous</b>	<b>=</b>	<b>Usage</b>
kWh used	59962		57917		2045

**ENERGY USAGE COMPARISON**

	<b>This Month</b>	<b>Last Month</b>	<b>Last Year</b>
Service to	May 7, 2024	Apr 5, 2024	May 5, 2023
kWh Used	2045	1924	1786
Service days	32	30	29
kWh/day	64	64	62
Amount	\$248.05	\$248.95	\$251.64

**KEEP IN MIND**

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**Electric Bill Statement**  
For: Apr 5, 2024 to May 7, 2024 (32 days)  
**Statement Date:** May 7, 2024  
**Account Number:** 23340-53333  
**Service Address:**  
255 RUSTIC MILL DR  
SAINT AUGUSTINE, FL 32092

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT,**  
Here's what you owe for this billing period.

**CURRENT BILL**

\$307.33

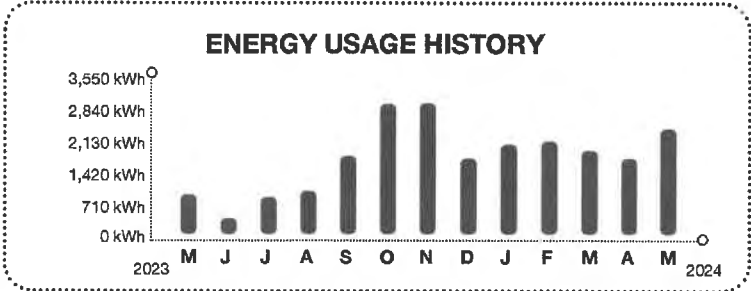
TOTAL AMOUNT YOU OWE

May 28, 2024

NEW CHARGES DUE BY

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**BILL SUMMARY**

Amount of your last bill	238.79
Payments received	-238.79
Balance before new charges	0.00
Total new charges	307.33
<b>Total amount you owe</b>	<b>\$307.33</b>

(See page 2 for bill details.)

**KEEP IN MIND**

- Payment received after July 29, 2024 is considered LATE; a late payment charge of 1% will apply.

#1  
2-320-578-413

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BY:

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Customer Service: (386) 252-1541  
Outside Florida: 1-800-226-3545

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Hearing/Speech Impaired:

1-800-4OUTAGE (468-8243)  
711 (Relay Service)



**Ways to Pay**



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0003 0008 061739

SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT  
C/O REVERIE  
6200 LEE VISTA BLVD STE 300  
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23340-53333  
ACCOUNT NUMBER

\$307.33  
TOTAL AMOUNT YOU OWE

May 28, 2024  
NEW CHARGES DUE BY

\$ 307.33  
AMOUNT ENCLOSED



**Customer Name:** SIX MILE CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT

**Account Number:** 23340-53333

**BILL DETAILS**

Amount of your last bill	238.79
Payment received - Thank you	-238.79
<hr/>	
Balance before new charges	\$0.00

**New Charges**

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.78
Non-fuel: (\$0.082130 per kWh)	\$210.34
Fuel: (\$0.029780 per kWh)	\$76.27
<hr/>	
Electric service amount	299.39
Gross receipts tax (State tax)	7.68
Taxes and charges	7.68
Regulatory fee (State fee)	0.26
Total new charges	\$307.33
<hr/>	
<b>Total amount you owe</b>	<b>\$307.33</b>

**METER SUMMARY**

Meter reading - Meter ACD1994. Next meter reading Jun 6, 2024.

<b>Usage Type</b>	<b>Current</b>	-	<b>Previous</b>	=	<b>Usage</b>
kWh used	52931		50370		2561

**ENERGY USAGE COMPARISON**

	<b>This Month</b>	<b>Last Month</b>	<b>Last Year</b>
Service to	May 7, 2024	Apr 5, 2024	May 5, 2023
kWh Used	2561	1841	957
Service days	32	30	29
kWh/day	80	61	33
Amount	\$307.33	\$238.79	\$140.88

**KEEP IN MIND**

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Electric Bill Statement
For: Apr 5, 2024 to May 7, 2024 (32 days)
Statement Date: May 7, 2024
Account Number: 72968-38019
Service Address:
18 WOODWIND CT
SAINT AUGUSTINE, FL 32092

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT,
Here's what you owe for this billing period.

CURRENT BILL

\$25.91

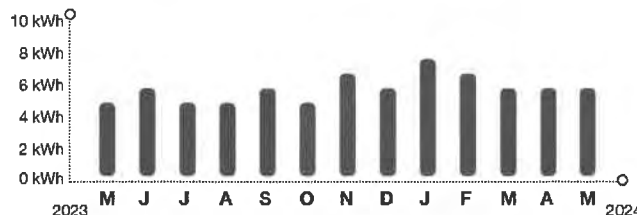
TOTAL AMOUNT YOU OWE

May 28, 2024

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ENERGY USAGE HISTORY



BILL SUMMARY

Table with 2 columns: Description and Amount. Rows include: Amount of your last bill (25.95), Payments received (-25.95), Balance before new charges (0.00), Total new charges (25.91), Total amount you owe (\$25.91).

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after July 29, 2024 is considered LATE; a late payment charge of 1% will apply.

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BY:

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2-220-938 413

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Outside Florida: 1-800-226-3545

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1-800-4OUTAGE (468-8243)
711 (Relay Service)



Ways to Pay



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SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT
C/O REVERIE
6200 LEE VISTA BLVD STE 300
ORLANDO FL 32822-5149

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MIAMI FL 33188-0001



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72968-38019
ACCOUNT NUMBER

\$25.91
TOTAL AMOUNT YOU OWE

May 28, 2024
NEW CHARGES DUE BY

\$ 25.91
AMOUNT ENCLOSED



**Customer Name:** SIX MILE CREEK  
**Account Number:** 72968-38019  
 COMMUNITY  
 DEVELOPMENT DISTRICT

**BILL DETAILS**

Amount of your last bill	25.95
Payment received - Thank you	-25.95
Balance before new charges	\$0.00
<b>New Charges</b>	
Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.78
Minimum base bill charge:	\$11.79
Non-fuel: (\$0.082130 per kWh)	\$0.49
Fuel: (\$0.029780 per kWh)	\$0.18
Electric service amount	25.24
Gross receipts tax (State tax)	0.65
Taxes and charges	0.65
Regulatory fee (State fee)	0.02
Total new charges	\$25.91
<b>Total amount you owe</b>	<b>\$25.91</b>

**METER SUMMARY**

Meter reading - Meter ACD3136. Next meter reading Jun 6, 2024.

<b>Usage Type</b>	<b>Current</b>	-	<b>Previous</b>	=	<b>Usage</b>
kWh used	00355		00349		6

**ENERGY USAGE COMPARISON**

	<b>This Month</b>	<b>Last Month</b>	<b>Last Year</b>
Service to	May 7, 2024	Apr 5, 2024	May 5, 2023
kWh Used	6	6	5
Service days	32	30	29
kWh/day	0	0	0
Amount	\$25.91	\$25.95	\$25.97

**KEEP IN MIND**

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Electric Bill Statement
For: Apr 5, 2024 to May 7, 2024 (32 days)
Statement Date: May 7, 2024
Account Number: 97807-53332
Service Address:
82 BERRY BLOSSOM WAY
SAINT AUGUSTINE, FL 32092

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT,
Here's what you owe for this billing period.

CURRENT BILL

\$26.07

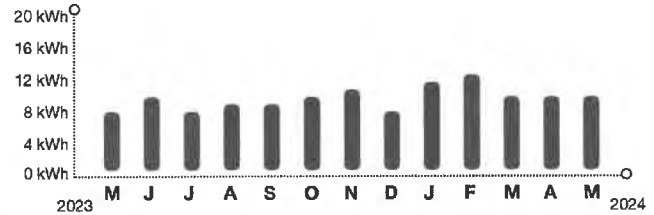
TOTAL AMOUNT YOU OWE

May 28, 2024

NEW CHARGES DUE BY

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ENERGY USAGE HISTORY



BILL SUMMARY

Table with 2 columns: Description and Amount. Rows include: Amount of your last bill (26.14), Payments received (-26.14), Balance before new charges (0.00), Total new charges (26.07), Total amount you owe (\$26.07).

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after July 29, 2024 is considered LATE; a late payment charge of 1% will apply.



#1
2.320-578-47

An approved rate decrease is in effect. Learn more at FPL.com/Rates.

Customer Service: (386) 252-1541
Outside Florida: 1-800-226-3545

Report Power Outages:
Hearing/Speech Impaired:

1-800-4OUTAGE (468-8243)
711 (Relay Service)



Ways to Pay



/ 27

1304978075333227062000000

0007 0008 061739

SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT
C/O REVERIE
6200 LEE VISTA BLVD STE 300
ORLANDO FL 32822-5149

The amount enclosed includes
the following donation:
FPL Care To Share: \_\_\_\_\_

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Visit FPL.com/PayBill
for ways to pay.

97807-53332
ACCOUNT NUMBER

\$26.07
TOTAL AMOUNT YOU OWE

May 28, 2024
NEW CHARGES DUE BY

\$ 26.07
AMOUNT ENCLOSED



**Customer Name:** SIX MILE CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT

**Account Number:** 97807-53332

**BILL DETAILS**

Amount of your last bill	26.14
Payment received - Thank you	-26.14
<b>Balance before new charges</b>	<b>\$0.00</b>
<b>New Charges</b>	
Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.78
Minimum base bill charge:	\$11.50
Non-fuel: (\$0.092130 per kWh)	\$0.82
Fuel: (\$0.029780 per kWh)	\$0.30
<b>Electric service amount</b>	<b>25.40</b>
Gross receipts tax (State tax)	0.65
Taxes and charges	0.65
Regulatory fee (State fee)	0.02
<b>Total new charges</b>	<b>\$26.07</b>
<b>Total amount you owe</b>	<b>\$26.07</b>

**METER SUMMARY**

Meter reading - Meter ACD3752. Next meter reading Jun 6, 2024.

<b>Usage Type</b>	<b>Current</b>	-	<b>Previous</b>	=	<b>Usage</b>
kWh used	00435		00425		10

**ENERGY USAGE COMPARISON**

	<b>This Month</b>	<b>Last Month</b>	<b>Last Year</b>
Service to	May 7, 2024	Apr 5, 2024	May 5, 2023
kWh Used	10	10	8
Service days	32	30	29
kWh/day	0	0	0
Amount	\$26.07	\$26.14	\$26.14

**KEEP IN MIND**

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

**Download the app**

Get instant, secure access to outage and billing info from your mobile device.

[FPL.com/MobileApp](https://www.fpl.com/MobileApp)

**Outstanding reliability**

For the seventh time in eight years, FPL earned top national honors for service reliability.

[FPL.com/Reliability](https://www.fpl.com/Reliability)

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

# Municipal Asset Management, Inc.

25288 Foothills Drive North  
Suite 225  
Golden, CO 80401  
(303) 273-9494

# INVOICE

**INVOICE NO:** 0619172  
**DATE:** 5/15/2024

**To:** Six Mile Creek Community Development Dist  
Teresa Viscarra  
475 West Town Place, Suite 114  
St. Augustine, FL 32092



DUE DATE	RENTAL PERIOD
6/27/2024	

PMT NUMBER	DESCRIPTION	AMOUNT
17	<u>Lease payment</u> for Tax-Exempt Lease Purchase Agreement dated July 20, 2022 for the purchase of <u>fitness</u> equipment  #7 2 310 517.71 \$1840.55 72 \$438.34	2,278.89

**TOTAL DUE**

\$2,278.89

Please detach coupon and return with check payable to MUNICIPAL ASSET MANAGEMENT, INC. and remit to address above.

If you have any questions concerning this invoice,  
call: Municipal Asset Management, Paul Collings, (303) 273-9494.

THANK YOU FOR YOUR BUSINESS!

Invoice #	Due Date	Total Due	Amount Enclosed
0619172	6/27/2024	\$2,278.89	\$2278.89

Six Mile Creek Community Development Dist  
Teresa Viscarra  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Suite 225  
Golden, CO 80401





Air-Max Heating & Cooling, Inc.  
 Lic# CAC048100  
 449 College Dr.  
 Middleburg, Florida 32068-6508  
 (904) 276-4340

Invoice 27052352-2  
 Invoice Date 5/9/2024  
 Completed Date  
 Customer PO  
 Due Date 5/9/2024

RECEIVED  
 MAY 28 2024  
 BY: \_\_\_\_\_

**Billing Address**  
 Six Mike Creek CDD  
 6200 Lee Vista Boulevard #Ste. 300  
 Orlando, FL 32801 USA

**Job Address**  
 Trailmark Amenity #22-1003  
 35 Rustic Mill Dr  
 St Augustine, FL 32092

**Description of Work**

Cleaned drain line and p-trap. Re-primed drain line. Checked refrigerant levels. Checked capacitors and operations. System is draining and cooling well now.

Task #	Description	Quantity	Your Price	Your Total
SCF-LD	Service Call Fee - Long Distance. Long Distance Cities Include but are not limited to: Amelia Island, Atlantic Beach, Baldwin, Fernandina Beach, Hawthorne, Keystone Heights, Macclenny, Melrose, Neptune Beach, Palatka, Ponte Vedra (Beach), St. Augustine, Starke and Yulee. Drain line Clearing	1.00	\$215.00	\$215.00

**Sub-Total** \$215.00  
**Tax** \$0.00  
**Total Due** \$215.00  
**Balance Due** \$215.00

Thank you for choosing Air-Max Heating & Cooling, Inc.

#51

Approved: *Gilles S. Smith* CAM  
 Received: 5/28/2024

Repairs & Maintenance  
 002-340-53800-46000

**INVOICE NO. 0000014**

**Invoice for “Diva de la Retro” Performance 05/27/2024**

**Location:** Reverie at TrailMark - St. Augustine, FL

**Address:** 50 Rustic Mill Dr., St. Augustine, FL 32092

**Description**

**1 Hour Show**

**Performance fee which includes:**

- Sound set up/ break down
- Performance consisting of vocalist & pianist (if available) or custom backing track
- Meet and greet directly following (if desired) \$400
- Event insurance added \$40

**Total: \$440**

**Contact:** Elena Flores

**Address:** 800 Turtle Lake Court, Ponte Vedra Beach, FL 32082

**Phone:** 540-645-1745 (Text or Call)

**Email:** [elenambusiness@gmail.com](mailto:elenambusiness@gmail.com)



Remit To:  
 JANI-KING OF JACKSONVILLE  
 5700 ST. AUGUSTINE ROAD  
 JACKSONVILLE, FL 32207  
 (904) 346-3000

Invoice	
Date	Number
5/14/2024	JAK05240534
Due Date	Cust #
5/31/2024	495022
Invoice Amount	Amount Remitted
\$573.81	

Sold To:  
 SIX MILE CREEK CDD  
 6200 LEE VISTA BLVD  
 STE 300  
 ORLANDO, FL 32801

For:  
 THE REVERIE AT TRAILMARK  
 35 RUSTIC MILL DR  
 ST AUGUSTINE, FL 32092

Make All Checks Payable to: JANI-KING OF JACKSONVILLE  
 RETURN THIS PORTION WITH YOUR PAYMENT

**JANI-KING OF JACKSONVILLE**  
 Commercial Cleaning Services  
 (904) 346-3000



Sold To:  
 SIX MILE CREEK CDD  
 6200 LEE VISTA BLVD  
 STE 300  
 ORLANDO, FL 32801

For:  
 THE REVERIE AT TRAILMARK  
 35 RUSTIC MILL DR  
 ST AUGUSTINE, FL 32092

Invoice No	Date	Cust No	Slsmn No	PO Number	Franchisee	Due Date
JAK05240534	5/14/2024	495022	MINI PEREZ		BRIGHTER START, LLC	5/31/2024
Quantity	Description			Unit Price	Extended Price	
1	MONTHLY CONTRACT BILLING AMOUNT FOR MAY EFFECTIVE 5/5/24			\$573.81	\$573.81	
					<b>Amount of Sale</b>	\$573.81
					<b>Sales Tax</b>	\$0.00
					<b>Total</b>	\$573.81

Make All Checks Payable to:  
 JANI-KING OF JACKSONVILLE

#50  
 Approved: *Adrian Spolt CAM*  
 002-340-53800-46700  
 Janitrol Services Rec'd 5/28/24

**Martin Lane**  
www.MartinLaneMusic.com

# INVOICE

P.O. Box 2359  
Santa Rosa Beach, FL 32459  
lauralanemusic@gmail.com

INVOICE # 138  
Date: 05/13/2024

To:  
Michelle Sharp  
Reverie at Trailmark  
35 Rustic Mill Drive  
St. Augustine, FL 32092  
(904) 684-8881  
michelle.sharp@fsresidential.com



CONTACT(S)	VENDOR NUMBER	PURCHASE ORDER	PAYMENT TERMS
Laura Lane Martin (931) 334-6939 Chip Martin (615) 812-2447			Date of Service

Date	Description	Price	Line total
Sunday, June 16, 2024	Live Music for Father's Day Event	\$600	\$600
		\$600	
		0.00	
		<b>Total</b>	<b>\$600</b>

Invoice submitted by: Laura Lane Martin  
\* Martin Lane will provide professional, quality sound equipment.

**We appreciate the opportunity to be your choice for LIVE music!**

*Father's Day Entertainment*



**Invoice Date:**  
4/22/24

**INVOICE # 24-003**

**Bill to:**  
Six Mile Creek CDD  
ATTN: Michelle Sharp  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

**Make check payable to:**  
Outer Banks Boil Company St. Augustine, LLC  
711 A1A Beach Blvd, Unit A  
St. Augustine, FL 32080

**Invoice Details:**

Description of services	Qty	Total
Catering Fee for Trailmark Seafood Boil Event	1	\$250.00
<b>TOTAL DUE</b>		<b>\$250.00</b>

**Payment Terms:**

Payment is due on or before the scheduled Reverie catered event on June 16, 2024.



**REVERIE**  
— AT TRAILMARK —

# FATHER'S DAY

SEAFOOD BOIL PRESENTED BY OUTER BANKS BOIL COMPANY



**Sunday, June 16**  
**5-8 PM @ The Retreat at Reverie**

Seafood boil begins at 5 PM

**Signature Seafood Boil**  
**(with cornbread muffin): \$27**

**\*\*Cluster of Alaskan Snow**  
**Crab Legs Add-on: \$10**

Martin Lane Music will be  
performing live from 6-8 PM  
([www.martinlanemusic.com](http://www.martinlanemusic.com))

Assorted desserts, tea, water and  
lemonade will be provided. BYOB.

**This event is for Reverie**  
**Residents Only.**



# REVERIE

AT TRAILMARK

Invoice Number: 10975726  
Invoice Date: 5/21/2024  
Terms: Net 30  
Period Begin: 5/1/2024

Reverie HOA: 100-OSPU

**Reverie at TrailMark HOA**  
Service Address: 35 Day Break Drive  
St Augustine, FL 32092

Customer: Six Mile Creek CDD  
**Total Amount Due: \$798.60**

**BILLING ADDRESS: FS Residential,**  
2950 North 28<sup>th</sup> Terrace, Hollywood, FL 33020  
Please indicate on check GL CODE 41011-00

**RECEIVED**  
MAY 28 2024  
BY:

**Medical Insurance:**  
Staff Reverie (East Parcel)

Position title	Employee	Amount
#23		
Field Operations Mgmt 2.320.538.122	Colleen Specht	72.60
Field Mgmt/Admin 2.340.578.121	Carl Marchand	726.00
	Subtotal	798.60
	Tax	0
	<b>Total</b>	<b>798.60</b>

Approved: Carl Specht CAM

Date: 5/28/2024



Pay by Phone (844) 752-8845  
 Phone (904) 209-2700  
 Fax (904) 209-2718  
 Toll Free (877) 837-2311

PO Drawer 3006  
 St. Augustine, FL 32085

<b>Statement Date</b> 05/19/2024	<b>Current Charges Due Date</b> 06/18/2024
-------------------------------------	---

**Current Month Activity**

Services Dates	Service Description	Units	Amount	Total
4/19/24	Amount of Your Last Statement			15.28
5/14/24	Payment - Thank You		-15.28	
	Past Due Balance			0.00
	<b>Water Rates</b>			
	Base Rate	15.01	1.00	15.01
<b>Consumption Fees</b>	0 - 5,000 Gallons	3.81	0.96	3.66
	<b>Water Total</b>		<b>0.96</b>	<b>18.67</b>
	Past Due Balance			0.00
	Current Charges			18.67
	Amount Now Due / Credits			18.67

SIX MILE CREEK CDD/TRAILMARK SUBDIVISION

**Account Number:**  
556887-141819

**Service Address:**  
255 RUSTIC MILL DR

**Service Type:**  
Commercial

**Days in Billing Cycle:** 31

**Deposit Amount:** \$ 0.00

**Deposit Date:**

**Geo Code:** WGV

Meter Number: 89952575

Present Read Date: 05/19/2024

Previous Read Date: 04/18/2024

Current Reading: 602

Previous Reading: 506

Gallons Used: 96.00

#.5  
2340-578-431



Past Due Balances are subject to a Late Fee of 1.5% or \$5.00, whichever is greater and disconnection of service if not paid.

**MESSAGE CENTER**

In 2022, SJCUD detected 11 contaminants in the drinking water. All contaminants were at allowable levels & no health based violations were reported. Please go to [www.sjcfll.us/WaterReport/NorthWest.pdf](http://www.sjcfll.us/WaterReport/NorthWest.pdf) to view you report. This report contains important info about the source & quality of your water. To receive a hard copy of the report or if you have any questions please call 904-209-2700.

[www.sjcutility.us](http://www.sjcutility.us)

See reverse for monthly draft options or credit card payments.

Please detach and return with your payment.

FL29539F



ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006

Account Number		Date Due	
556887-141819		06/18/2024	
Past Due Amount	Current Charges/Credits	Amount Now Due	After Due Date Pay
0.00	18.67	18.67	23.67
Please Enter Amount Paid \$			18.67



Please write your account number on your check and remit to:

ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006



SIX MILE CREEK CDD/TRAILMARK SUBDIVISION  
 6200 LEE VISTA BLVD STE 300  
 ORLANDO FL 32822-5149

000000141819000000556887000000001867000000002367

Check for Address Change





Pay by Phone (844) 752-8845  
 Phone (904) 209-2700  
 Fax (904) 209-2718  
 Toll Free (877) 837-2311

PO Drawer 3006  
 St. Augustine, FL 32085

<b>Statement Date</b> 05/19/2024	<b>Current Charges Due Date</b> 06/18/2024
-------------------------------------	---

**Current Month Activity**

Services Dates	Service Description	Units	Amount	Total
4/19/24	<b>Amount of Your Last Statement</b>			<b>1,084.66</b>
5/14/24	Payment - Thank You		-1,084.66	
	<b>Past Due Balance</b>			<b>0.00</b>
	<b>Water Rates</b>			
	Meter Maintenance Charge	15.00	1.00	15.00
	Base Rate	225.08	1.00	225.08
<b>Consumption Fees</b>	0 - 75,000 Gallons	3.81	75.00	285.75
	75,001 - 150,000 Gallons	4.75	63.25	300.44
	<b>Water Total</b>		<b>138.25</b>	<b>826.27</b>
	<b>Wastewater Rates</b>			
	Base Rate	264.40	1.00	264.40
<b>Consumption Fees</b>	0 + Sewer Gallons	6.64	138.25	917.98
	<b>Wastewater Total</b>		<b>138.25</b>	<b>1,182.38</b>
	<b>Past Due Balance</b>			<b>0.00</b>
	<b>Current Charges</b>			<b>2,008.65</b>
	<b>Amount Now Due / Credits</b>			<b>2,008.65</b>

SIX MILE CREEK CDD/TRAILMARK SUBDIVISION

**Account Number:**  
556887-144358

**Service Address:**  
35 RUSTIC MILL DR

**Service Type:**

Commercial

**Days in Billing Cycle:** 31

**Deposit Amount:** \$ 250.00

**Deposit Date:** 04/22/2022

**Geo Code:** WGV

Meter Number: 89442386

Present Read Date: 05/19/2024

Previous Read Date: 04/18/2024

Current Reading: 155952

Previous Reading: 142127

Gallons Used: 13,825.00

#5  
2-340-578431



Past Due Balances are subject to a Late Fee of 1.5% or \$5.00, whichever is greater and disconnection of service if not paid.

**MESSAGE CENTER**

In 2022, SJCUD detected 11 contaminants in the drinking water. All contaminants were at allowable levels & no health based violations were reported. Please go to [www.sjcf.us/WaterReport/NorthWest.pdf](http://www.sjcf.us/WaterReport/NorthWest.pdf) to view you report. This report contains important info about the source & quality of your water. To receive a hard copy of the report or if you have any questions please call 904-209-2700.

[www.sjcutility.us](http://www.sjcutility.us)

See reverse for monthly draft options or credit card payments.

Please detach and return with your payment.

FL29539F



ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006

Account Number		Date Due	
556887-144358		06/18/2024	
Past Due Amount	Current Charges/Credits	Amount Now Due	After Due Date Pay
0.00	2,008.65	2,008.65	2,038.78
Please Enter Amount Paid \$		2008.65	



Please write your account number on your check and remit to:

ST JOHNS COUNTY UTILITY DEPARTMENT  
 POST OFFICE DRAWER 3006  
 ST AUGUSTINE FL 32085-3006



SIX MILE CREEK CDD/TRAILMARK SUBDIVISION  
 6200 LEE VISTA BLVD STE 300  
 ORLANDO FL 32822-5149

000000144358000000556887000000200865000000203878

Check for Address Change

*SIXTH ORDER OF BUSINESS*

*A.*

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT  
SUPPLEMENTAL ENGINEERS REPORT  
For  
SERIES 2024 AA3-4 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

May 24, 2024

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  
ETM No.: 22-397-01-901

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 2024. 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, September 2, 2022 and June 5, 2023.

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.

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±	
<b>TOTALS</b>	1289±	<b>2278</b>

(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, which describes master and neighborhood infrastructure improvements that 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, September 10, 2021, September 2, 2022 and June 5, 2023. 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 2024 AA3-4 related to the next phase of development within the District. The proposed infrastructure improvements are within Assessment Area 3 (Phase 4), which is referred to as Phase 13 of the TrailMark development. The anticipated costs to construct and/or install the Series 2024 AA3-4 Project are set forth in Table 1.

The unit distributions for previous assessment areas are as follows:

<u>Assessment Area 1</u>		<u>Assessment Area 2 (Phase 1)</u>		<u>Assessment Area 2 (Phase 2)</u>	
43’ lots	20	43’ lots	160	43’ lots	69
53’ lots	32	63’ lots	63	53’ lots	216
63’ lots	81	70’ lots	21	63’ lots	34
70’ lots	19	80’ lots	61	70’ lots	8
Total Lots	152	Total Lots	305	80’ lots	71
				Total Lots	398

<u>Assessment Area 2 (Phase 3A)</u>		<u>Assessment Area 2 (Phase 3B)</u>		<u>Assessment Area 2 (Phase 3C)</u>	
43' Lots	57	43' Lots	91	43' Lots	71
53' Lots	62	53' Lots	83	53' Lots	78
63' Lots	62	63' Lots	41	63' Lots	33
Total Lots	181	Total Lots	215	Total Lots	182

<u>Assessment Area 3 (Phase 1A)</u>		<u>Assessment Area 3 (Phase 1B)</u>		<u>Assessment Area 3 (Phase 2)</u>	
43' Lots	76	43' Lots	108	63' Lots	75
53' Lots	74	53' Lots	61	Total Lots	75
63' Lots	45	63' Lots	3		
Total Lots	195	Total Lots	172		

<u>Assessment Area 3 (Phase 3)</u>	
43' Lots	119
53' Lots	64
63' Lots	20
Total Lots	203

The anticipated unit distribution for the Series 2024 AA3-4 Bonds is as follows:

<b>Proposed Unit Mix for Series 2024 AA3-4 Bonds Assessment Area 3 (Phase 4)</b>	
<b>Lot Size (Feet)</b>	<b>Number</b>
43	93
53	89
63	15
<b>TOTAL</b>	<b>197</b>

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 2024 AA3-4 Project.

Plate 4 depicts the limits and area for Assessment Area 3 (Phase 4). It also depicts the currently anticipated lot mix and total unit count for Assessment Area 3 (Phase 4). Plate 5 provides the legal description for Assessment Area 3 (Phase 4).

The limits and areas 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, 3B and 3C), and Assessment Area 3 (Phases 1A, 1B, 2, 3 and 4).

## **MASTER INFRASTRUCTURE IMPROVEMENTS**

The following sections of this report describe those Master Infrastructure Improvements that benefit all Assessment Areas. These include transportation and miscellaneous other improvements, such as common area landscape/hardscape.

### **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.

This total proposed improvement consists of a proposed traffic signal at the intersection of Trailmark Boulevard and Pacetti Road, and associated pedestrian improvements.

### **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.



## **NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS**

The Series 2024 AA3-4 Project includes the cost of the neighborhood infrastructure improvements for 197 single family units in Assessment Area 3 (Phase 4), as depicted on Plates 4 and 5.

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 the lift station serving the development. Costs include piping, manholes, valves, services, and all appurtenances required 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. 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.

### **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 2024 dollars.
- Costs have been included for street lighting and electrical conduit on all roadways in accordance with FPL standards for the Series 2024 AA3-4 Project.

**TABLE 1**  
**NEIGHBORHOOD INFRASTRUCTURE SUMMARY OF COSTS FOR**  
**ASSESSMENT AREA 3 (PHASE 4)**

Improvement Description	Estimated Costs
<b>MASTER INFRASTRUCTURE</b>	
Traffic Signal	\$1,000,000
Common Area Landscape/Hardscape	\$485,000
<b>MASTER INFRASTRUCTURE SUBTOTAL</b>	<b>\$1,485,000</b>
<b>NEIGHBORHOOD INFRASTRUCTURE</b>	
Sanitary Sewer, Lift Stations and Force Mains	\$3,069,000
Stormwater Management	\$2,559,000
Neighborhood Roadways	\$1,492,000
Street Lighting	\$200,000
Water Distribution System	\$1,103,000
Common Area Landscape/Hardscape	\$450,000
<b>NEIGHBORHOOD INFRASTRUCTURE SUBTOTAL</b>	<b>\$8,873,000</b>
<b>MASTER INFRASTRUCTURE &amp; NEIGHBORHOOD INFRASTRUCTURE TOTAL</b>	<b>\$10,358,000</b>

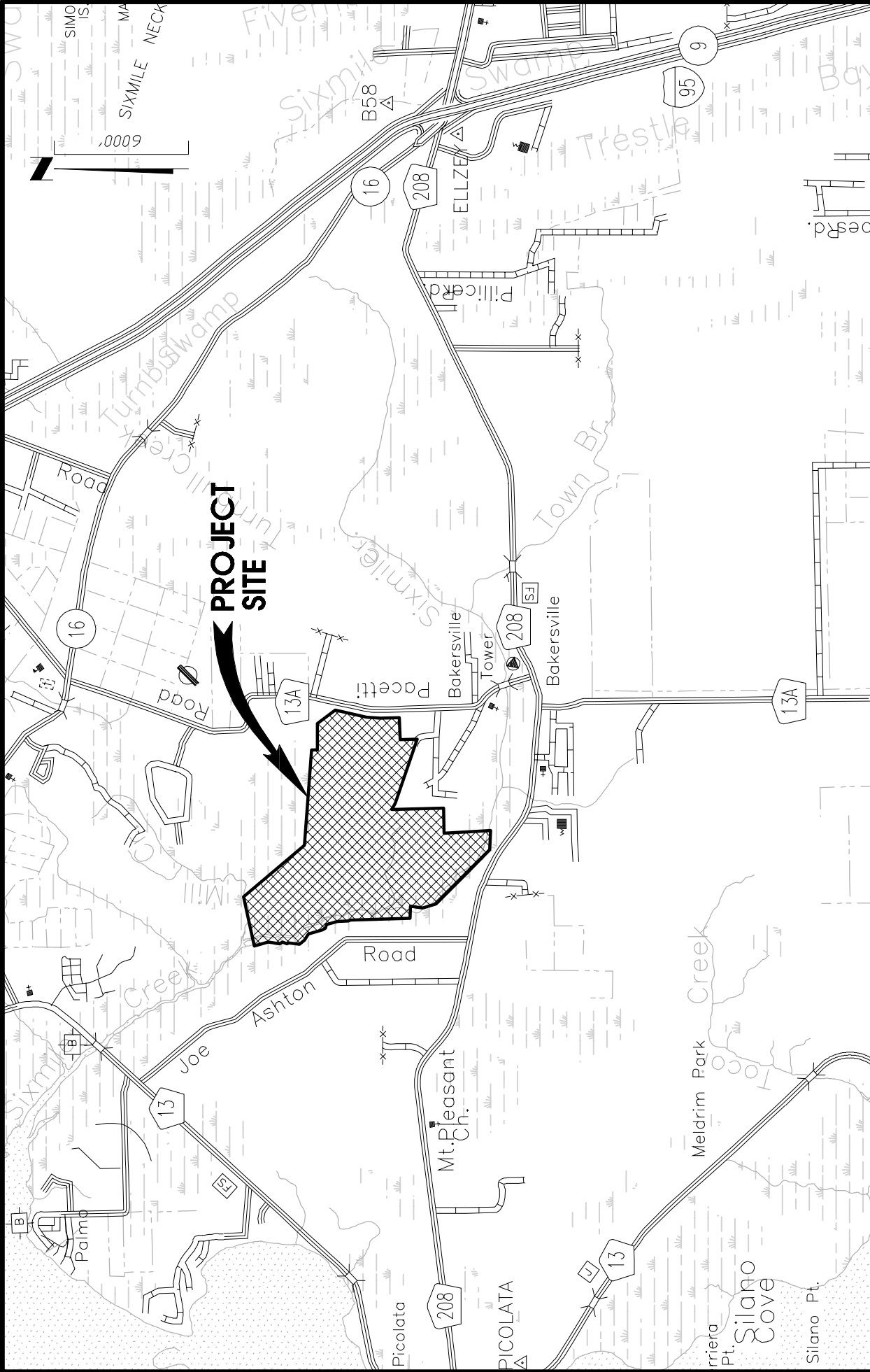
**Infrastructure Improvements Permit Status**

With the exception of the SJRWMD Environmental Resource Permit (ERP), all permits necessary for construction have been obtained. The SJRWMD ERP is anticipated to be issued in June, 2024.

**APPENDIX**  
**Description**

Plate No.

- 1 Location Map
- 2 District Boundary Map
- 3 Legal Description – District Boundary
- 4 Assessment Area Master Plan
- 5 Assessment Area 3 (Phase 4) Master Site Plan
- 6 Legal Description – Assessment Area 3 (Phase 4)
- 7 Sanitary Sewer Lift Station
- 8 Sanitary Sewer Forcemain
- 9 Stormwater Management Plan
- 10 Neighborhood Roadways
- 11 Street Lighting
- 12 Water Distribution System
- 13 Sanitary Sewer Collection System



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## LOCATION MAP

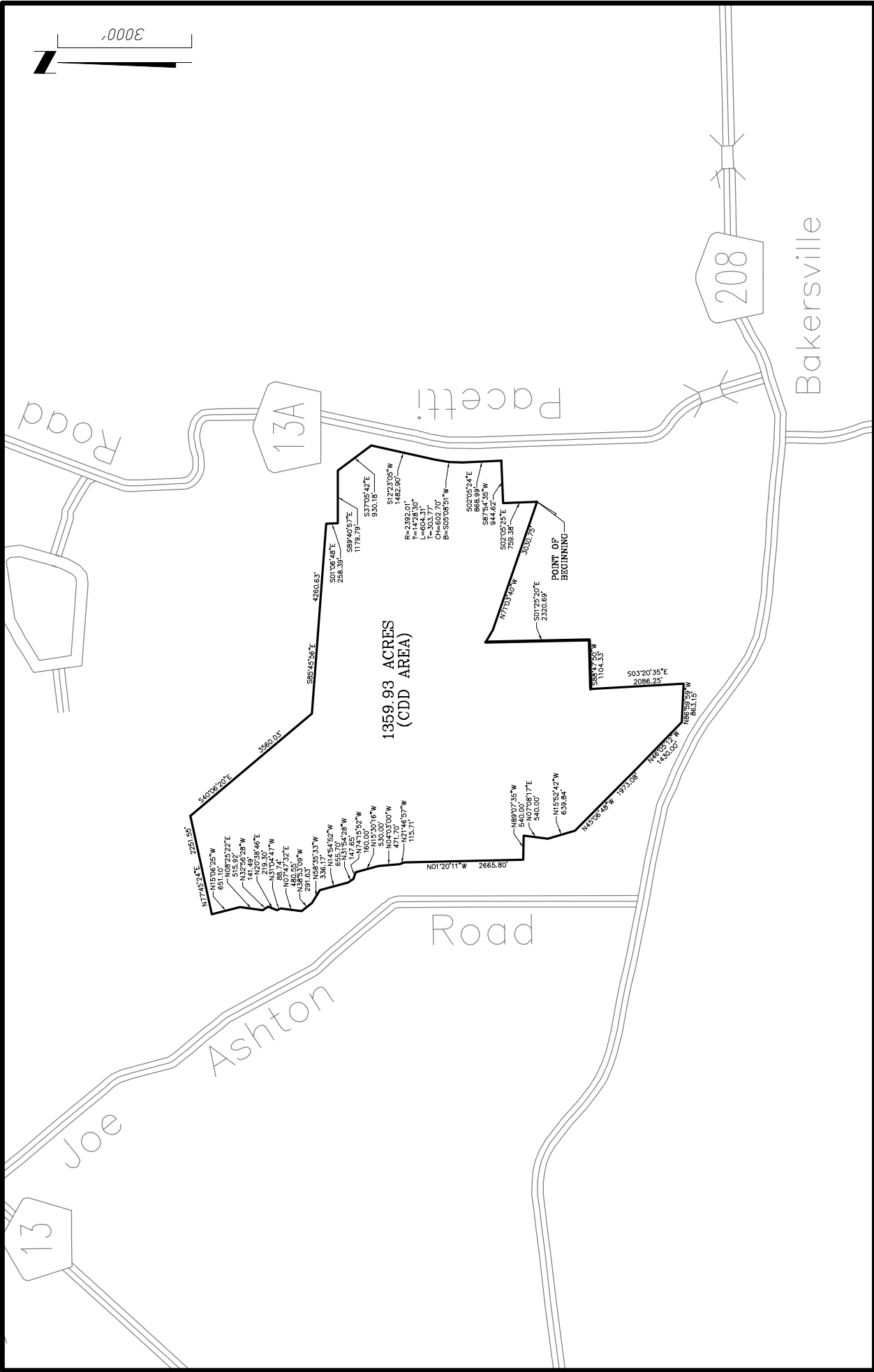
**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM NO. 22-397-01-001

DRAWN BY: MKJ

DATE: MAY 1, 2024

PLATE NO. 1



ETM NO. 22-397-01-001
DRAWN BY: MKJ
DATE: MAY 1, 2024
PLATE NO. 2

# DISTRICT BOUNDARY MAP

## SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT



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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" East, along said Southwesterly line of Section 41, a distance of 1417.28 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 Northeastly corner of Section 6, Township 7 South, Range 28 East, also being the Northwestly 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 Northwestly 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 Southeastly 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 13.59.93 acres, more or less.



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LEGAL DESCRIPTION - DISTRICT BOUNDARY

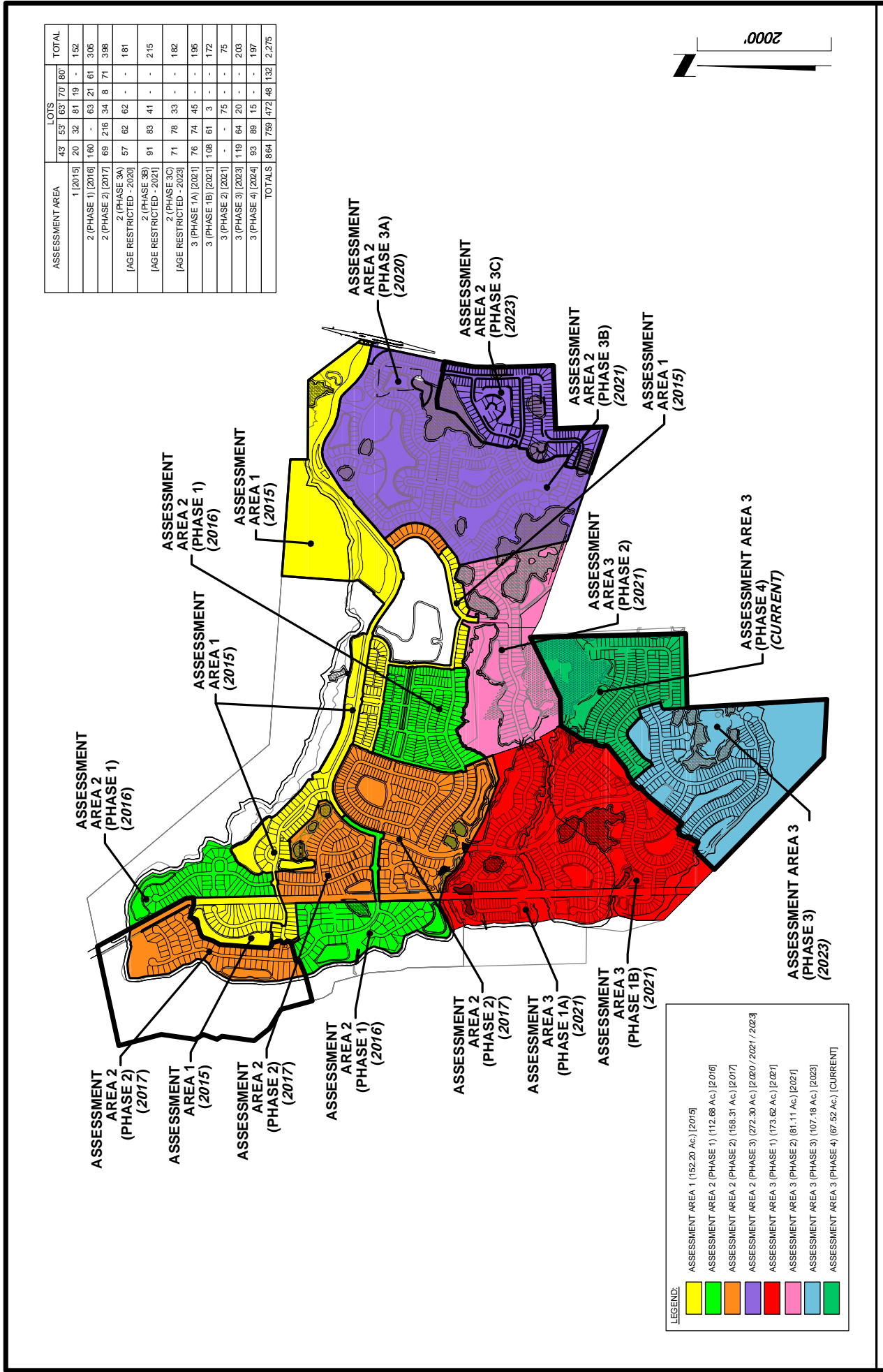
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM NO. 22-397-01-001

DRAWN BY: MKJ

DATE: MAY 1, 2024

PLATE NO. 3



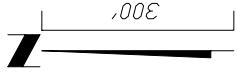
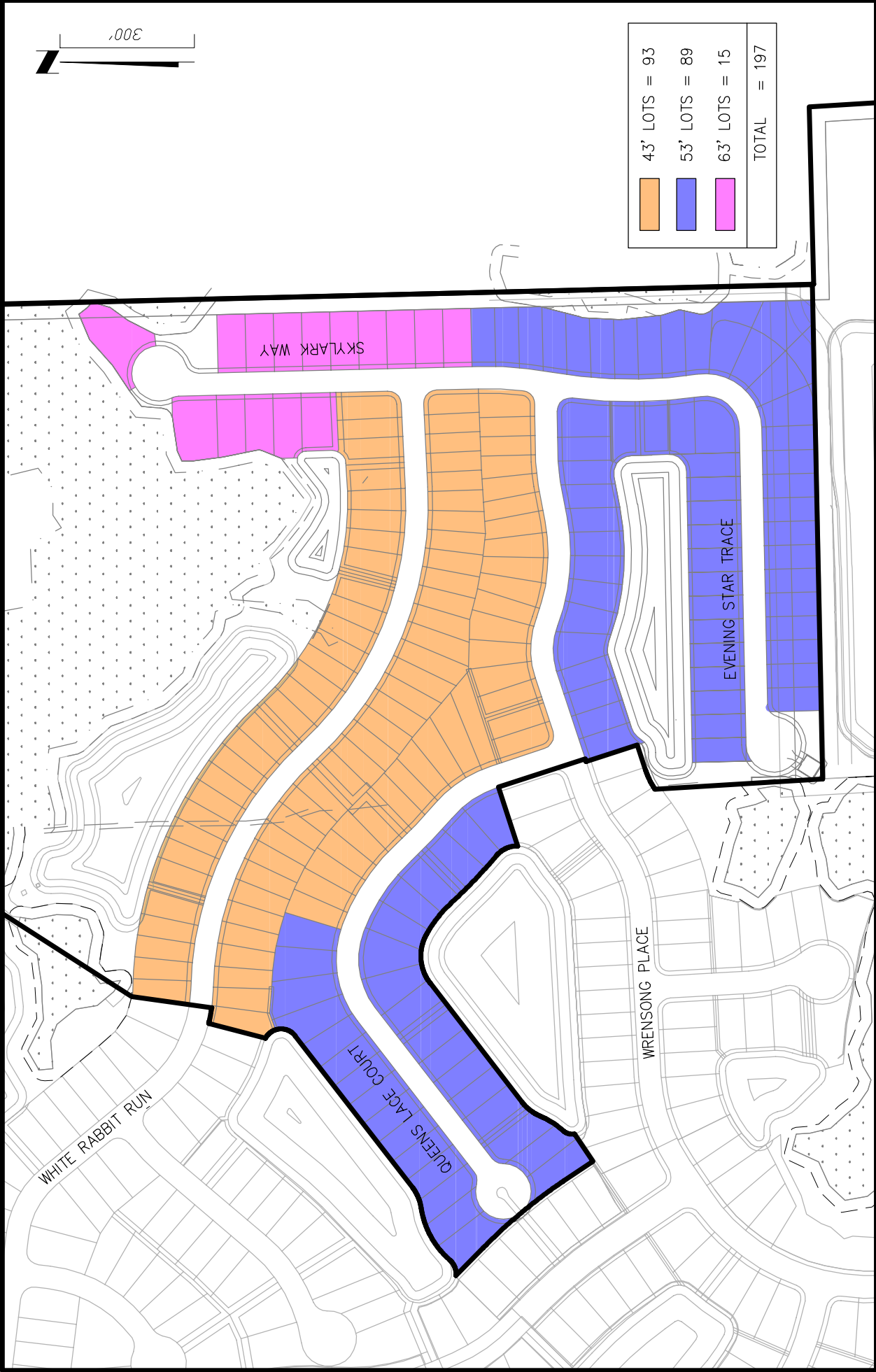
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## ASSESSMENT AREA MASTER PLAN

### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM NO. 22-397-01-001  
DRAWN BY: MKJ  
DATE: MAY 1, 2024  
PLATE NO. 4



ETM NO. 22-397-01-001
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DATE: MAY 1, 2024
PLATE NO. 5

## ASSESSMENT AREA 3 - PH4 MASTER SITE PLAN

### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT



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A PORTION OF SECTIONS 5 AND 6, AND A PORTION OF THE JOSE PAPPY GRANT, SECTION 38, LYING IN TOWNSHIP 7 SOUTH RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF THE TRACT 6, AS SHOWN ON THE PLAT OF WHISPER CREEK PHASE 11 UNIT B, AS RECORDED IN MAP BOOK 117, PAGES 29 THROUGH 35, INCLUSIVE OF SAID PUBLIC RECORDS, THENCE NORTH 88°37'17" EAST, 413.93 FEET; THENCE NORTH 63°27'10" EAST, 1008.84 FEET; THENCE SOUTH 01°22'25" EAST, 2320.58 FEET; THENCE SOUTH 88°48'01" WEST, 1104.33 FEET; THENCE NORTH 03°24'47" WEST, 375.48 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 49.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°02'09" EAST, 48.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°50'36" EAST, 57.82 FEET; THENCE NORTH 18°09'24" WEST, 120.00 FEET; THENCE NORTH 71°50'36" EAST, 6.67 FEET; THENCE NORTH 18°09'24" WEST, 203.99 FEET; THENCE SOUTH 71°50'36" WEST, 138.02 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, 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 NORTH 24°10'17" WEST, 51.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, 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 NORTH 46°17'29" WEST, 147.40 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, 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 NORTH 51°37'21" WEST, 87.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, 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 SOUTH 85°55'31" WEST, 110.80 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°16'54" WEST, 335.33 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 100.00 FEET, AN ARC DISTANCE OF 50.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°42'12" WEST, 50.34 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, 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 SOUTH 32°22'04" WEST, 61.88 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, 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 SOUTH 15°54'44" WEST, 26.02 FEET; THENCE SOUTH 55°55'31" WEST, 73.31 FEET; THENCE NORTH 34°04'29" WEST, 79.49 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, 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 NORTH 39°46'39" WEST, 232.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°28'50" WEST, 87.37 FEET, TO THE ARC OF A CURVE LEADING EASTERLY AND THE SOUTHEASTERLY LINE OF SAID PLAT OF WHISPER CREEK PHASE 11 UNIT B; THENCE EASTERLY, NORTHEASTERLY, NORTHERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES; COURSE NO. 1: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 38.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°45'07" EAST, 37.36 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 2: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 192.00 FEET, AN ARC DISTANCE OF 135.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°10'37" EAST, 132.98 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 3: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, 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 66°51'37" EAST, 50.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 52°16'54" EAST, 426.96 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 5: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 79.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°20'56" WEST, 66.81 FEET; COURSE NO. 6: NORTH 14°23'30" EAST, 131.19 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 7: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 35.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°46'36" EAST, 35.93 FEET; COURSE NO. 8: NORTH 08°03'18" EAST, 180.00 FEET; COURSE NO. 9: NORTH 32°38'02" EAST, 402.95 FEET, TO THE POINT OF BEGINNING.

CONTAINING 67.52 ACRES, MORE OR LESS.



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## LEGAL DESCRIPTION - ASSESSMENT AREA 3 PH4

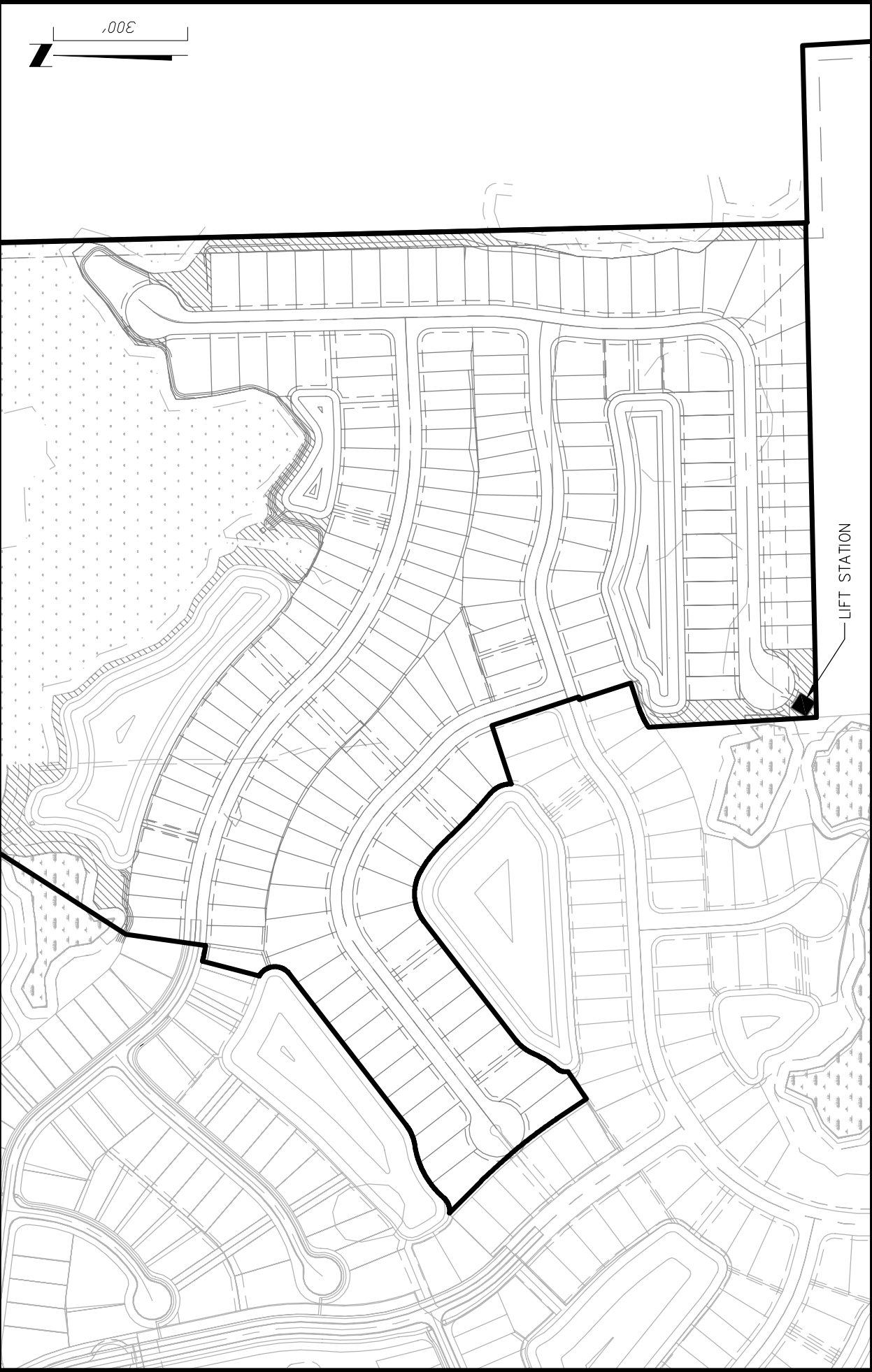
### SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

ETM NO. 22-397-01-001

DRAWN BY: MKJ

DATE: MAY 1, 2024

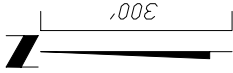
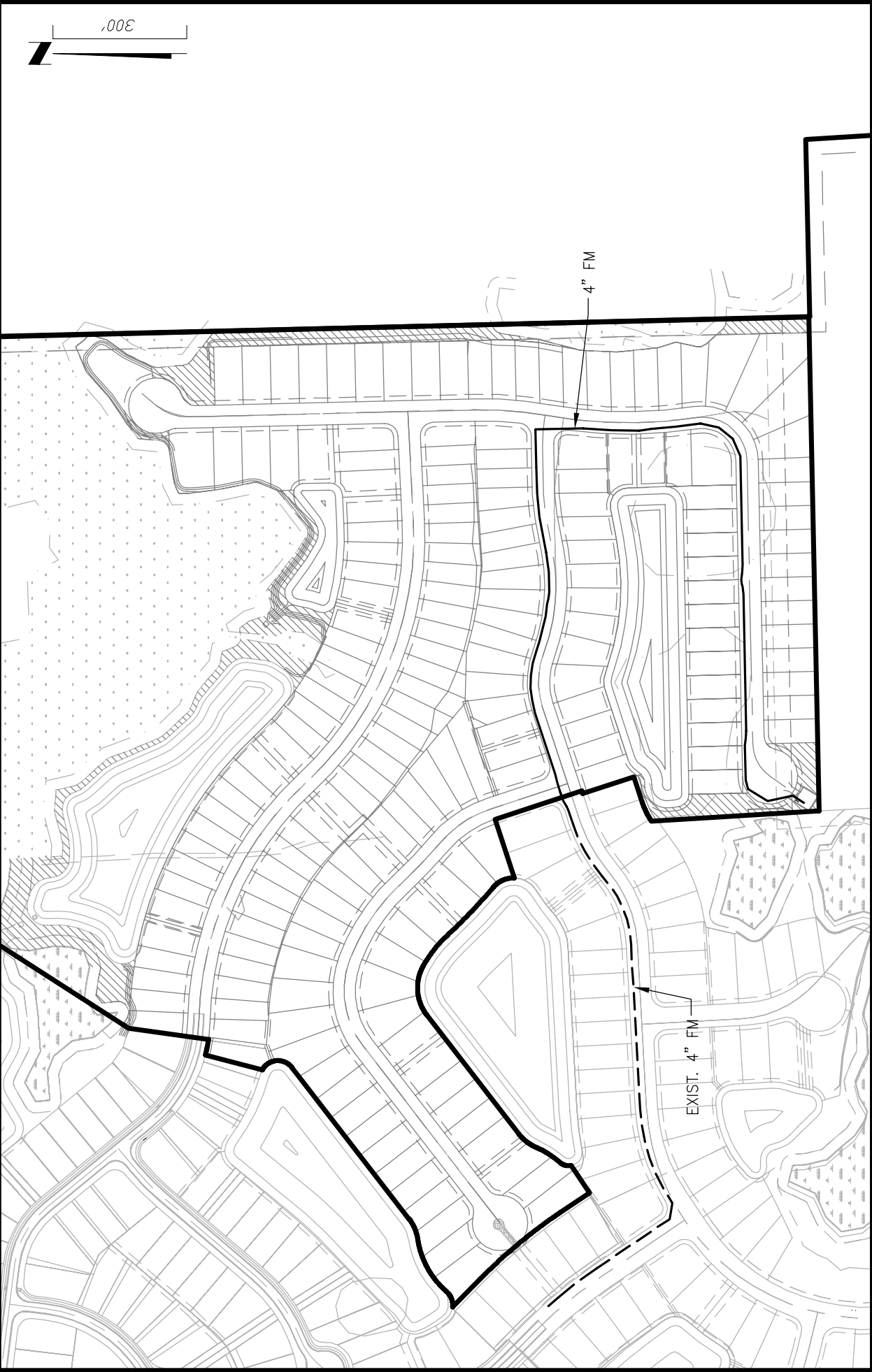
PLATE NO. 6



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**SANITARY SEWER LIFT STATION**  
**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM NO. 22-397-01-001  
 DRAWN BY: MKJ  
 DATE: MAY 1, 2024  
 PLATE NO. 7



**SANITARY SEWER FORCEMAIN  
(SERIES 2024 AA 3 PH4 PROJECT)  
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM NO. 22-397-01-001  
 DRAWN BY: MKJ  
 DATE: MAY 1, 2024  
 PLATE NO. 8

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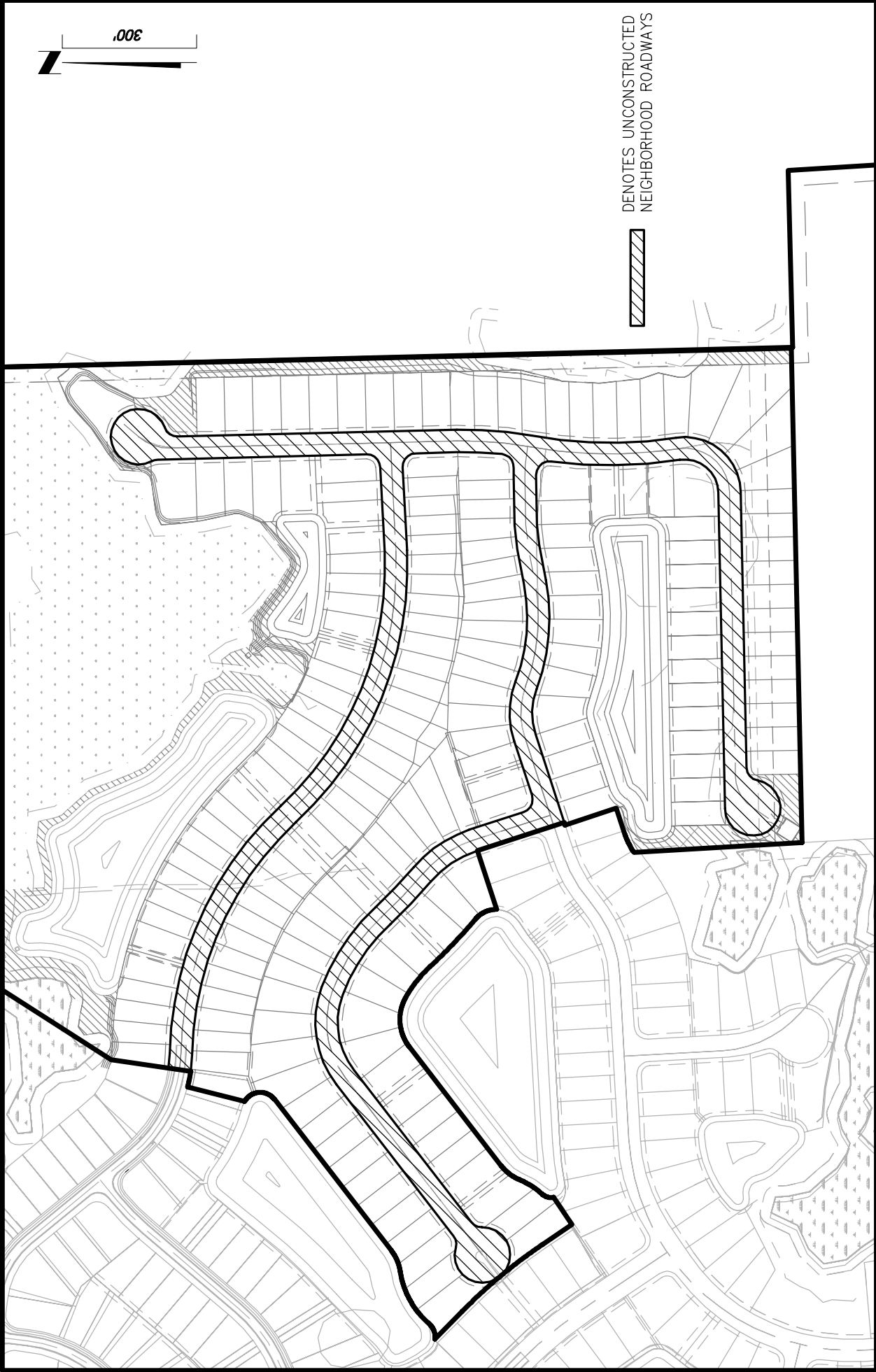
ETM NO. 22-397-01-001  
DRAWN BY: MKJ  
DATE: MAY 1, 2024  
PLATE NO. 9

## **STORMWATER MANAGEMENT PLAN**

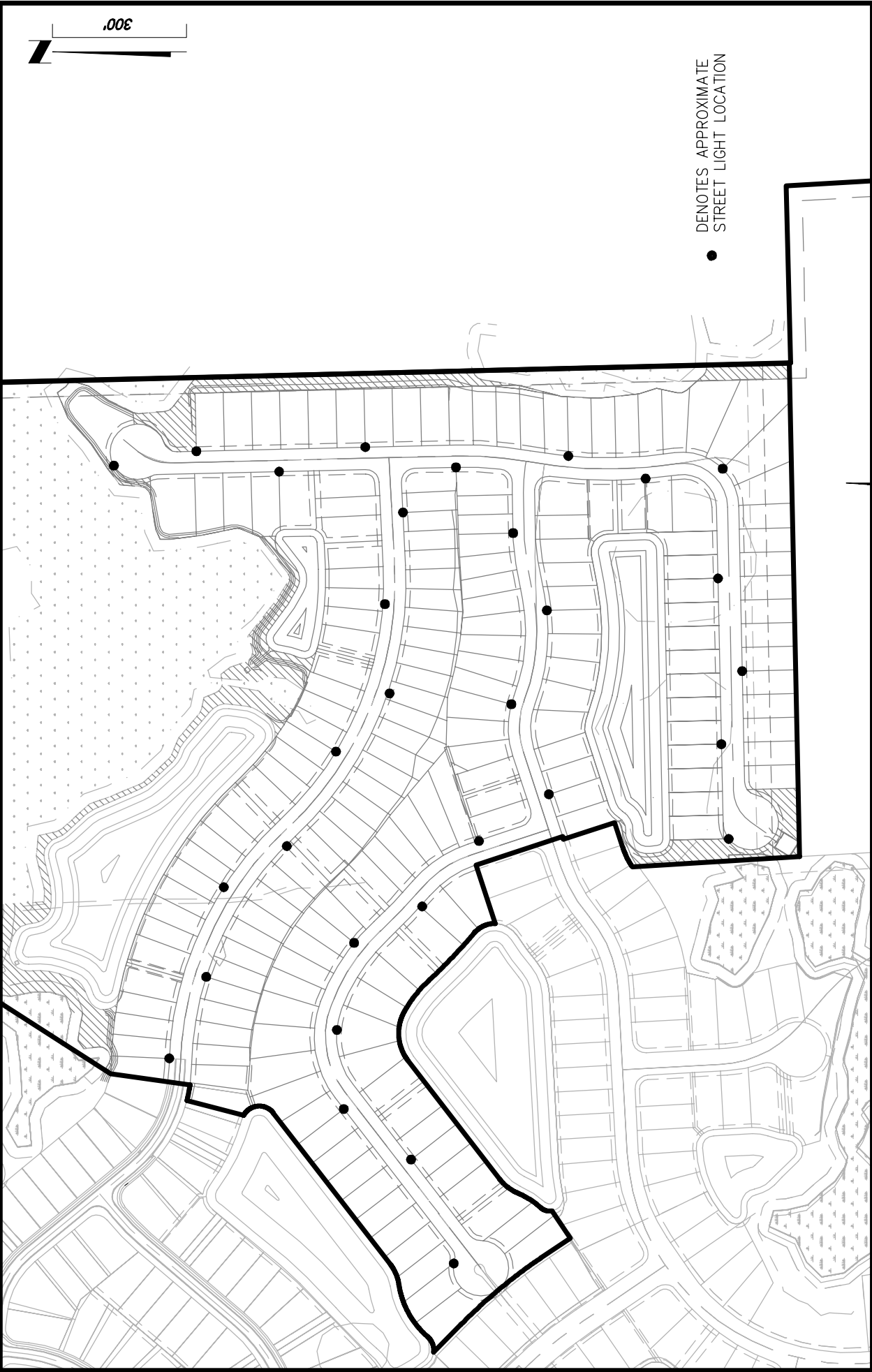
### **SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**



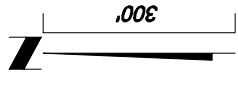
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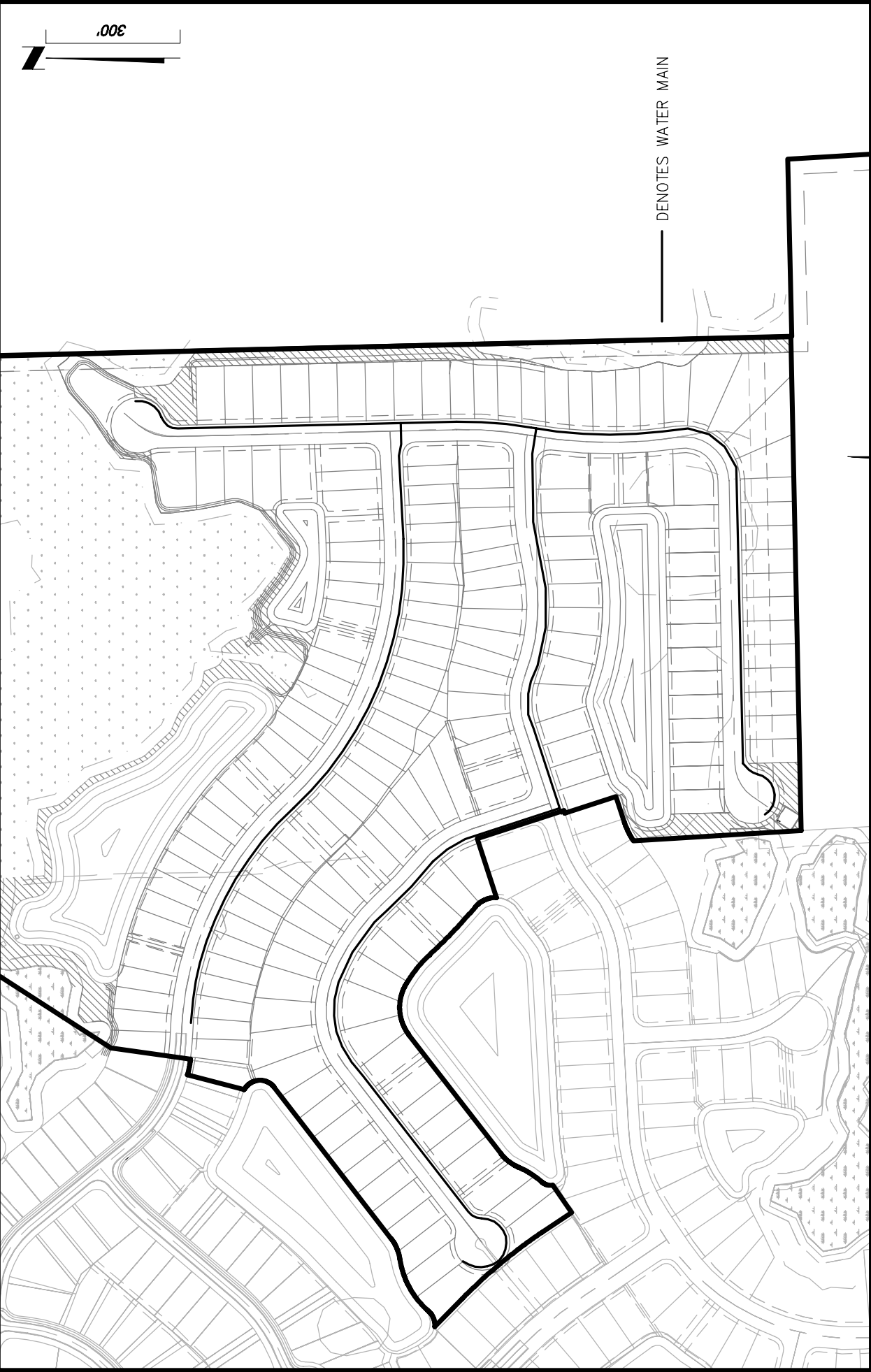
ETM NO. 22-397-01-001	<h2 style="text-align: center;">NEIGHBORHOOD ROADWAYS</h2> <h3 style="text-align: center;">SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT</h3>	 <p><b>VISION - EXPERIENCE - RESULTS</b>  <b>ENGLAND - THIMS &amp; MILLER, INC.</b>          14775 Old St. Augustine Road, Jacksonville, FL 32258          TEL: (904) 642-8990, FAX: (904) 646-9485          REC - 2584, LC - 0000316</p>
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DATE: MAY 1, 2024		
PLATE NO. 10		



● DENOTES APPROXIMATE STREET LIGHT LOCATION



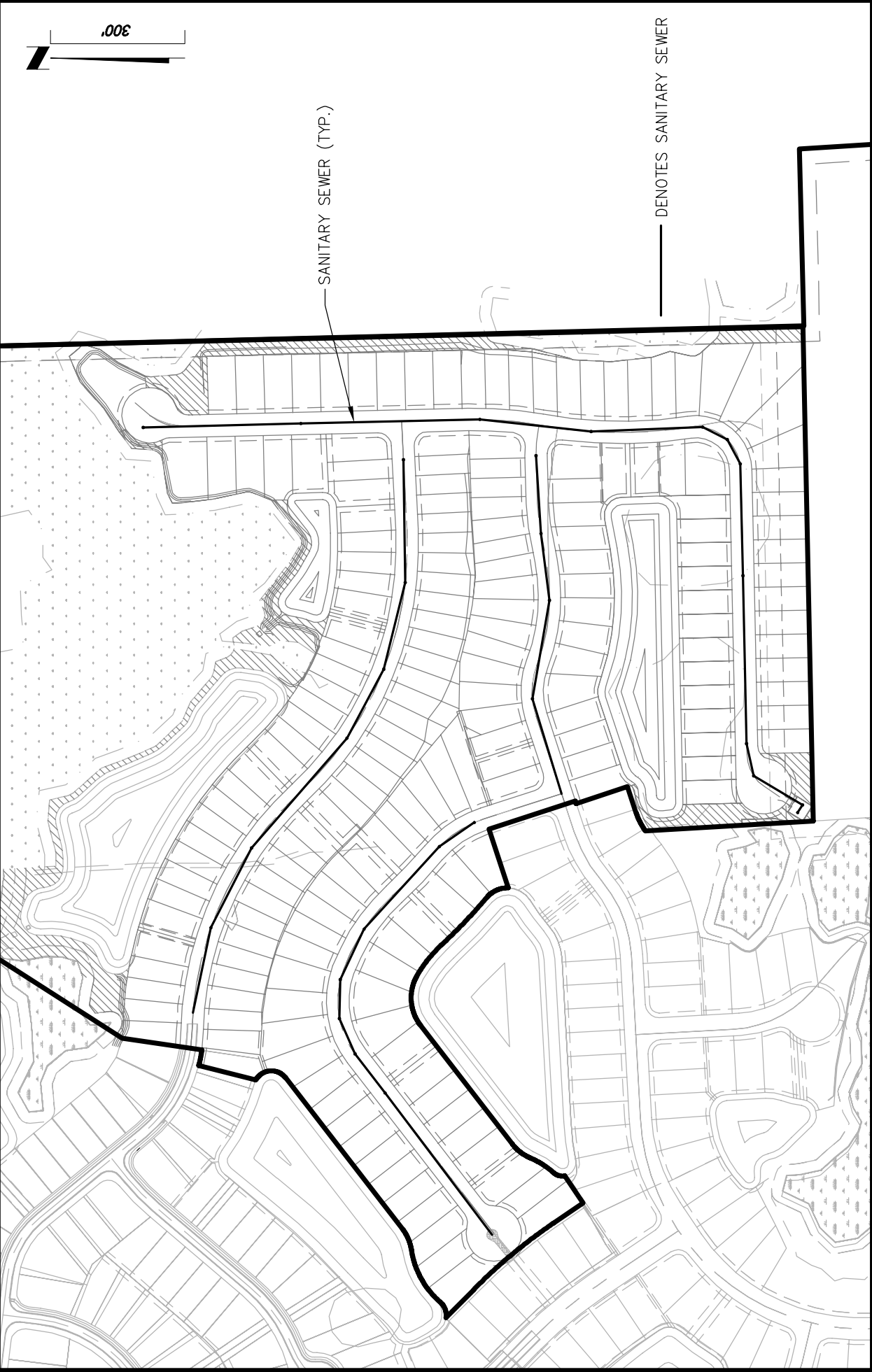
 <p><b>VISION - EXPERIENCE - RESULTS</b>  <b>ENGLAND - THIMS &amp; MILLER, INC.</b>          14775 Old St. Augustine Road, Jacksonville, FL 32258          TEL: (904) 642-8990, FAX: (904) 646-9485          REC - 2584, LC - 0000316</p>	<h2>STREET LIGHTING</h2> <p><b>SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT</b></p>		ETM NO. 22-397-01-001 DRAWN BY: MKJ DATE: MAY 1, 2024 PLATE NO. 11
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 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REC - 2584, LC - 0000316

**WATER DISTRIBUTION SYSTEM**  
**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

ETM NO. 22-397-01-001  
 DRAWN BY: MKJ  
 DATE: MAY 1, 2024  
 PLATE NO. 12



ETM NO. 22-397-01-001
DRAWN BY: MKJ
DATE: MAY 1, 2024
PLATE NO. 13

**SANITARY SEWER COLLECTION SYSTEM**

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

**ETM**  
 VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REC - 2584, LC - 0000316



*C.*

## RESOLUTION 2024-04

**A RESOLUTION OF SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2007-14 BY AUTHORIZING THE ISSUANCE OF ITS SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024 (2024 PROJECT AREA) IN ONE OR MORE INSTALLMENTS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$8,000,000 FOR THE PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER ONE OR MORE BOND PURCHASE CONTRACTS AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF SUPPLEMENTAL TRUST INDENTURES; APPROVING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH BONDS; MAKING CERTAIN FINDINGS; APPROVING THE FORM OF SUCH BONDS; APPROVING THE FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID BONDS; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, pursuant to Resolution No. 2023-01 adopted by the Governing Body of the District on October 19, 2022 (the “2023 Authorizing Resolution”) and the Master Indenture, as supplemented by an Eleventh Supplemental Trust Indenture, dated as of June 1, 2023, the District issued its \$10,515,000 initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) as an issue of Bonds under the Master Indenture, for the purpose of financing a portion of the Capital Improvement Plan and refunding a portion of the 2016B Bonds; and

**WHEREAS**, the District now desires to supplement the Bond Resolution, to authorize the issuance of and award the sale of its Capital Improvement Revenue Bonds, Series 2024 (2024

Project Area) (the “2024 Bonds”), in an aggregate principal amount not exceeding \$8,000,000, to approve the form of the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2024 Bonds; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) has received from FMSbonds, Inc. (the “Underwriter”) a proposal in the form of a Bond Purchase Contract (the “Contract”) for the purchase of the 2024 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2024 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

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

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

**SECTION 2. Authorization.** There is hereby authorized to be issued the 2024 Bonds in an aggregate principal amount not exceeding \$8,000,000. The 2024 Bonds shall be issued under and secured by the Master Indenture, as supplemented by a Twelfth Supplemental Trust Indenture by and between the District and the Trustee (the “Supplemental Indenture”; the Master Indenture and the Supplemental Indenture are referred to collectively as, the “Indenture”). The proceeds of the 2024 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the applicable Limited Offering Memorandum (hereinafter defined).

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

**SECTION 4. Negotiated Sale.** The Board hereby determines that a negotiated sale of the 2024 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District’s ability to issue and deliver the 2024 Bonds at presently favorable interest rates, and because the nature of the security for the 2024 Bonds and the sources of payment of debt service on the 2024 Bonds require the participation of an underwriter in structuring the bond issue.

**SECTION 5. Contract Approved.** The Board hereby approves the form of the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. In connection with each installment of the 2024 Bonds, the Chair or Vice Chair of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chair or Vice Chair; provided that (i) the aggregate principal amount of the 2024 Bonds shall not exceed

\$8,000,000; (ii) the interest rate on none of the 2024 Bonds may exceed the maximum interest rate allowed under applicable Florida law without regard to any waiver of such maximum rate; (iii) the Underwriter's discount shall not exceed two percent (2%) of the principal amount of the 2024 Bonds; (iv) if the 2024 Bonds are subject to optional redemption, which determination will be made on or before the sale date of the applicable installment of the 2024 Bonds, the first optional call date and the redemption price shall be as set forth in the Contract; and (v) the final maturity of the 2024 Bonds shall be no later than the maximum maturity allowed under applicable Florida law.

**SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum.** The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of each installment of the 2024 Bonds, with such insertions, modifications and changes as the Chair or Vice Chair shall approve. The Chair or Vice Chair is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum for the 2024 Bonds is hereby approved, and the Chair or Vice Chair is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of such 2024 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of such 2024 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Vice Chair as necessary to conform to the details of the 2024 Bonds and such other insertions, modifications and changes as may be approved by the Chair or Vice Chair. The execution and delivery of the Limited Offering Memorandum by the Chair or Vice Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2024 Bonds.

**SECTION 7. Form of 2024 Bonds.** The 2024 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the 2024 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2024 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2024 Bonds.

**SECTION 8. Continuing Disclosure Agreement.** The form of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2024 Bonds attached hereto as **Exhibit D** is hereby approved. Government Management Services, LLC, is hereby approved as the Dissemination Agent under the Disclosure Document. In connection with the issuance of each installment of the 2024 Bonds, the Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the applicable Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

**SECTION 9. Application of 2024 Bond Proceeds.** Proceeds of the 2024 Bonds, shall be applied as provided in the Supplemental Indenture.

**SECTION 10. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2024 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

**SECTION 11. Other Actions.** The Chair, the Vice Chair, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the “District Officers”), Akerman LLP, as Bond Counsel, Kutak Rock LLP, the District’s counsel (“District Counsel”), and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2024 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

**SECTION 12. Other Agreements and Reports.** The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners of lands within the District as shall be necessary or desirable in connection with the issuance and delivery of the 2024 Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein. The District further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsel to the District of such engineering, assessment and other reports and supplements thereto as shall be necessary or desirable in connection with the marketing, sale, issuance and delivery of the Series 2024 Bonds and the consummation of all transactions in connection therewith.

**SECTION 13. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the 2024 Bonds are hereby approved, confirmed and ratified.

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

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

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

ADOPTED this 12th day of June, 2024.

[SEAL]

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Attest:

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

Exhibits

- A-Supplemental Indenture
- B-Bond Purchase Contract
- C-Preliminary Limited Offering Memorandum
- D-Disclosure Document



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**TWELFTH SUPPLEMENTAL TRUST INDENTURE**

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**BETWEEN**

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

**AND**

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

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**Dated as of June 1, 2024**

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**Authorizing and Securing**

**\$\_[\_\_\_\_\_]**

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BONDS  
SERIES 2024  
(2024 PROJECT AREA)**

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- EXHIBIT C: 2024 Investment Obligations

THIS TWELFTH SUPPLEMENTAL TRUST INDENTURE (the “Twelfth Supplemental Indenture”), dated as of June 1, 2024, between Six Mile Creek Community Development District (the “Issuer” or the “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. Bank Trust Company, National Association (formerly U.S. Bank National Association), a national banking association duly organized and existing under the laws of the United States of America, as successor trustee to Regions Bank (said banking association and any bank or trust company becoming successor trustee under this Twelfth Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the District is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the District; and

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

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

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

WHEREAS, pursuant to Resolution No. 2024-[ ] adopted by the Governing Body of the District on [June 12], 2024 (the “2024 Authorizing Resolution”) and the Master Indenture, as

supplemented by this Twelfth Supplemental Trust Indenture, the District also authorized the issuance of \$[ ] initial principal amount of Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the “2024 Bonds”) as an issue of Bonds under the Master Indenture, and has authorized the execution and delivery of this Twelfth Supplemental Trust Indenture to secure the issuance of the 2024 Bonds and to set forth the terms of the 2024 Bonds; and

WHEREAS, the District will apply the proceeds of the 2024 Bonds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the Capital Improvement Program (hereinafter the “2024 Project”); (ii) pay interest on the 2024 Bonds through May 1, 2025; (iii) pay certain costs associated with the issuance of the 2024 Bonds; and (iv) fund the 2024 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the 2024 Bonds and of this Twelfth Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the 2024 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Twelfth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2024 Trust Estate (as defined below, which is a “Series Trust Estate” for purposes of the Master Indenture) have been done;

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

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the 2024 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all 2024 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Twelfth Supplemental Indenture and in the 2024 Bonds: (a) has executed and delivered this Twelfth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture, as amended hereby, and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture as amended hereby the revenues derived by the District from the 2024 Assessments pledged to the 2024 Bonds (the “2024 Pledged Revenues”) and the Funds and Accounts established for the 2024 Bonds, including without limitation the 2024 Reserve Account (except for the 2024 Rebate Account) established by the Master Indenture, as amended hereby (the “2024 Pledged Funds and Accounts”) (collectively, the “2024 Trust Estate”);

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

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Indenture, in the case of the 2024 Bonds upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the 2024 Bonds issued or to be issued under and secured by the 2024 Trust Estate under this Twelfth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one 2024 Bond over any other 2024 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the 2024 Bonds or any 2024 Bond of a particular maturity issued, secured and Outstanding under this Twelfth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the 2024 Bonds and this Twelfth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Indenture, then upon such final payments, this Twelfth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all 2024 Bonds or any 2024 Bond of a particular maturity, otherwise this Twelfth Supplemental Indenture shall remain in full force and effect;

THIS TWELFTH SUPPLEMENTAL TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all 2024 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Indenture expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the 2024 Bonds, as follows:

## ARTICLE I

### DEFINITIONS

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

“Authorized Denomination” shall mean, with respect to the 2024 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof, provided, however, if any initial beneficial owner of 2024 Bonds does not purchase at least \$100,000 of the 2024 Bonds at the time of initial delivery of the 2024 Bonds, such beneficial owner must establish to the satisfaction of the Underwriter that such beneficial owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bond Depository” shall mean the securities depository from time to time under Section 2.01 hereof, which may be the District.

“Bond Participants” shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds 2024 Bonds as securities depository.

“Capital Improvement Program” shall mean the program of assessable capital improvements established by the District in the Assessment Proceedings described in the Master Indenture, as amended from time to time, a portion of which comprises the 2024 Project.

“Capitalized Interest” shall mean interest due or to become due on the 2024 Bonds, which will be paid, from the proceeds of the 2024 Bonds.

“Collateral Assignment” shall mean that certain Collateral Assignment and Assumption of Development Rights Relating to the 2024 Project and dated as of June [\_\_\_], 2024 between the District and the Landowner, as amended from time to time.

“Completion Agreement” shall mean the Agreement Between the Six Mile Creek Community Development District and Six Mile Creek Investment Group, LLC Regarding the Completion of Certain Improvements, dated April 29, 2016, as such agreement may be supplemented with respect to the 2024 Project and modified from time to time.

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

“Continuing Disclosure Agreement” shall mean the continuing disclosure agreement for the benefit of the owners of the 2024 Bonds, to be entered into among the District, the Landowner

and Government Management Services, Inc., as dissemination agent, and for limited purposes, agreed to and acknowledged by the Trustee, dated June [ ], 2024 in connection with the issuance of the 2024 Bonds.

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

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

“Indenture” shall mean the Master Indenture, as amended and supplemented by this Twelfth Supplemental Indenture.

“Interest Payment Date” shall mean each May 1 and November 1, commencing November 1, 2024.

“Landowner” shall mean Six Mile Creek Investment Group, LLC.

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

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

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

“Redemption Date” shall mean, in the event that the 2024 Bonds are to be redeemed in part, each Quarterly Redemption Date, or, in the event that the 2024 Bonds are to be redeemed in full, any date.

"Reserve Account Release Condition #1" with respect to the 2024 Bonds shall mean, collectively, (i) all of the Outstanding principal portion of the 2024 Assessments has been assigned to lots that have been developed, platted and conveyed to homebuilders, and (ii) there shall be no Events of Default under the Indenture with respect to the 2024 Bonds, each as certified by the District Manager to the Trustee in writing, and the Trustee may rely conclusively upon such certifications and shall have no duty to verify the same.

"Reserve Account Release Condition #2" with respect to the 2024 Bonds shall mean, collectively, (i) all of the Outstanding principal portion of the 2024 Assessments has been assigned to lots with residential units constructed thereon that have received certificates of occupancy, and (ii) there shall be no Events of Default under the Indenture with respect to the 2024 Bonds, each as certified by the District Manager. The Trustee may rely conclusively upon such certifications and shall have no duty to verify the same.

“Reserve Account Release Conditions” shall mean Reserve Account Release Condition #1 and Reserve Account Release Condition #2.



“Substantially Absorbed” shall mean the date on which a principal amount of the 2024 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the 2024 Bonds are levied on tax parcels with respect to which a certificate of occupancy has been issued for a structure thereon.

“2024 Assessments” shall mean the Assessments on the tax parcels identified on the tax roll attached as Exhibit A and corresponding to the 2024 Bonds.

“2024 Assessment Principal” shall mean the principal portion of the 2024 Assessments.

“2024 Assessment Proceedings” shall mean the proceedings of the District with respect to the establishment, levy and collection of the 2024 Assessments, including, but not limited to Resolutions No. 20[\_\_\_-\_\_\_], 20[\_\_\_-\_\_\_] and 2024-[\_\_\_], adopted on [\_\_\_\_], 20[\_\_\_], [\_\_\_\_], 20[\_\_\_], and June [\_\_\_], 2024, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the 2024 Assessments.

“2024 Bonds” shall mean \$[\_\_\_\_\_] Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area).

“2023 Investment Obligations” shall mean the investments described on Exhibit C hereto.

“2024 Pledged Revenues” shall mean all revenues received by the District from the 2024 Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2024 Assessments or from the issuance and sale of tax certificates with respect to such 2024 Assessments; provided, however, that 2024 Pledged Revenues shall not include (A) any moneys transferred to the 2024 Rebate Fund or investment earnings thereon and (B) “special assessments” levied and collected by the District under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso).

“2024 Prepayment Principal” shall mean the excess amount of 2024 Assessment Principal received by the District over the 2024 Assessment Principal included in an 2024 Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the 2024 Assessment Proceedings. Anything herein or in the Indenture to the contrary notwithstanding, the term 2024 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

“2024 Project” shall mean the planning, financing, acquisition, construction, reconstruction, equipping and installation of certain infrastructure improvements consisting of roadway improvements, stormwater management facilities, entry and landscape improvements, community recreation facilities, water and sewer facilities, wetland mitigation and off-site improvements pursuant to the Act for the special benefit of the District Lands, which comprise a portion of the Capital Improvement Program, as described in the Six Mile Creek CDD Supplemental Engineer’s Report for Series 2024 AA3-4 Capital Improvements dated [May 24], 2024, prepared by England Timms & Miller, Inc., as District Engineer, and adopted by the District

on [June 12], 2024, as such improvements may be modified from time to time by the District Engineer in an Engineer's Report approved by the District.

"2024 Project Area" shall mean the properties described on Exhibit A hereto.

"2024 Reserve Account Requirement" shall mean (i) initially, an amount equal to the maximum annual Debt Service Requirement for the 2024 Bonds; (ii) upon the satisfaction of Reserve Account Release Condition #1, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the 2024 Bonds; and (iii) upon the satisfaction of Reserve Account Release Condition #2, an amount equal to ten percent (10%) of the maximum annual Debt Service Requirement for the 2024 Bonds. Such maximum annual Debt Service Requirement shall be re-determined by the Trustee upon any optional prepayment by the owner of a lot or parcel of land of a 2024 Assessment against such lot or parcel as provided in Section 4.04(c). The 2024 Reserve Account Requirement is initially \$[\_\_\_\_\_].

"2024 Trust Estate" means the 2024 Pledged Revenues and the 2024 Funds and Accounts.

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the forms of 2024 Bonds), refer to the entire Indenture.

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

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

[End of Article I]

## ARTICLE II

### AUTHORIZATION, ISSUANCE AND PROVISIONS OF 2024 BONDS

SECTION 2.01 Authorization of 2024 Bonds; Book-Entry Only Form. The 2024 Bonds are hereby authorized to be issued in the aggregate principal amount of \$[ ] for the purposes enumerated in the recitals hereto to be designated “Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area)”. The 2024 Bonds shall be substantially in the form set forth as Exhibit B to this Twelfth Supplemental Indenture. Each 2024 Bond shall bear the designation “2024R” and shall be numbered consecutively from 1 upwards.

(a) The 2024 Bonds shall be a separate Series for all purposes under the Master Indenture, including but not limited to, determining requisite percentages for consent or control by Owners and consents to amendments and the occurrence of defaults and Events of Default. The 2024 Bonds shall be secured by the 2024 Trust Estate. The 2024 Bonds are not cross defaulted with any other Series of Bonds issued under the Master Trust Indenture.

(b) The 2024 Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such 2024 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 2.01, all of the Outstanding 2024 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

(c) With respect to 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the 2024 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the 2024 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2024 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such 2024 Bond for the purpose of payment of principal, premium and interest with respect to such 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such 2024 Bond, for the purpose of registering transfers with respect to such 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the 2024 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, and

interest on the 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words “Cede & Co.” in this Twelfth Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding 2024 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the 2024 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the 2024 Bonds shall designate, in accordance with the provisions hereof.

SECTION 2.02        Terms. The 2024 Bonds shall be issued as Term Bonds, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
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SECTION 2.03        Dating; Interest Accrual. Each 2024 Bond shall be dated the date of delivery thereof. Each 2024 Bond also shall bear its date of authentication. Each 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2024 Bond has been paid, in which event such 2024 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2024 Bonds, in which event, such 2024 Bond shall bear interest from its date. Interest on the 2024 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2024, and shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2.04        Denominations. The 2024 Bonds shall be issued in Authorized Denominations.

SECTION 2.05        Paying Agent. The District appoints the Trustee as Paying Agent for the 2024 Bonds.

SECTION 2.06 Bond Registrar. The District appoints the Trustee as Bond Registrar for the 2024 Bonds.

SECTION 2.07 Conditions Precedent to Issuance of 2024 Bonds. The 2024 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (i) Certified copies of the 2024 Assessment Proceedings.
- (ii) Executed copies of the Master Indenture and this Twelfth Supplemental Indenture.
- (iii) A Bond Counsel opinion to the effect that: (A) the District has the right and power under the Act as amended to the date of such opinion to authorize, execute and deliver this Twelfth Supplemental Indenture, that it has been duly and lawfully authorized, executed and delivered by the District, is in full force and effect and is valid and binding upon the District and enforceable in accordance with its terms; (B) the Master Indenture, as amended and supplemented by this Twelfth Supplemental Indenture, creates the valid pledge which it purports to create of the 2024 Trust Estate to secure the 2024 Bonds, all in the manner and to the extent provided in the Master Indenture and this Twelfth Supplemental Indenture; (C) the 2024 Bonds are valid, binding, special obligations of the District, enforceable in accordance with their terms and the terms of the Indenture and this Twelfth Supplemental Indenture, subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally and entitled to the benefits of the Act as amended to the date of such opinion, and the 2024 Bonds have been duly and validly authorized and issued in accordance with law and the Master Indenture and this Twelfth Supplemental Indenture; and (D) interest on the 2024 Bonds is excludible from gross income for federal income tax purposes.
- (iv) The District Counsel opinion required by Section 207 of the Master Indenture.
- (v) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the 2024 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Twelfth Supplemental Indenture with respect to the 2024 Bonds.
- (vi) An Engineers' Certificate or Engineers' Certificates certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the 2024 Project.
- (vii) A copy of the final judgment of validation together with a certificate of no appeal.
- (viii) Such other documents, instruments, certificates and opinions as Bond Counsel shall reasonably require in order to render its opinion under (iii) above or as the Trustee may require to effect the delivery of the 2024 Bonds. The delivery by Bond

Counsel of its opinion under (iii) above shall be conclusive evidence of the satisfaction of the foregoing condition.

Payment to the Trustee of the net proceeds from the issuance of the 2024 Bonds shall be conclusive evidence that the purchasers of the 2024 Bonds are satisfied that the foregoing conditions have been met.

[End of Article II]

## ARTICLE III

### REDEMPTION OF 2024 BONDS

SECTION 3.01 Bonds Subject to Redemption. The 2024 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit B to this Twelfth Supplemental Indenture. Interest on 2024 Bonds which are called for redemption shall be paid on the Redemption Date from the 2024 Interest Account or from the 2024 Revenue Account to the extent monies in the 2024 Interest Account are insufficient for such purpose.

SECTION 3.02 Notice of Redemption. When required to redeem 2024 Bonds under any provision of this Twelfth Supplemental Indenture or directed to redeem 2024 Bonds by the District, the Trustee shall give or cause to be given to Owners of the 2024 Bonds to be redeemed notice of the redemption, as set forth in Section 302 of the Master Indenture, provided that if at the time of mailing of notice of an optional redemption or purchase, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the 2024 Bonds called for redemption or purchase, such notice shall state that the redemption is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

SECTION 3.03 Prepayment By Cancellation of Bonds Permitted. Any landowner or any Person, on behalf of such landowner, may deliver to the District or the Trustee 2024 Bonds purchased or otherwise acquired in the open market for cancellation, or may arrange for the purchase of 2024 Bonds by the Trustee at a purchase price at or below the par amount thereof, with funds provided by the landowner in an amount equal to such purchase price, whereupon the Trustee shall cancel the 2024 Bonds so delivered or purchased and such cancellation of 2024 Bonds shall be treated as an optional prepayment of the 2024 Assessments, in an amount equal to the principal amount and accrued interest of 2024 Bonds so surrendered or purchased and cancelled. The lien of the 2024 Assessments shall be reduced to reflect such prepayment. The landowner may designate the specific lots or parcels owned by such landowner to which such prepayment shall apply and the amount prepaid with respect to each lot or parcel. The Amortization Installments with respect to 2024 Bonds remaining Outstanding shall be adjusted as provided in Section 4.05 hereof.

[End of Article III]

**ARTICLE IV**

**CONFIRMATION OF ESTABLISHMENT AND MAINTENANCE OF  
ACCOUNTS AND OPERATION THEREOF**

SECTION 4.01      Establishment of Accounts.

(a) There are hereby established in the Debt Service Fund held by the Trustee (i) 2024 Debt Service Account and therein a 2023 Principal Account, a 2024 Sinking Fund Account, a 2024 Interest Account and a 2024 Capitalized Interest Account; and (ii) a 2024 Redemption Account and therein a 2024 Prepayment Subaccount and a 2023 Optional Redemption Subaccount;

(b) There is hereby established within the Reserve Fund held by the Trustee a 2024 Reserve Account, which shall be held for the benefit of all of the 2024 Bonds, without distinction and without privilege or priority of one 2024 Bond over another;

(c) There is hereby established within the Revenue Fund held by the Trustee a 2024 Revenue Account;

(d) There is hereby established within the Rebate Fund held by the Trustee a 2024 Rebate Account; and.

(e) There is hereby established within the Acquisition and Construction Fund held by the Trustee a 2024 Acquisition and Construction Account and a 2024 Costs of Issuance Account.

SECTION 4.02      Use of 2024 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 207 of the Master Indenture and Section 2.07 hereof, the net proceeds of sale of the 2024 Bonds, \$[\_\_\_\_\_] (par amount of the 2024 Bonds, less original issue discount of \$[\_\_\_\_\_] and an underwriter's discount of \$[\_\_\_\_\_] ), shall be delivered to the Trustee by the District and be applied as follows:

(a) \$[\_\_\_\_\_] representing Capitalized Interest shall be deposited in the 2024 Capitalized Interest Subaccount of the 2024 Interest Account of the Debt Service Fund;

(b) \$[\_\_\_\_\_] (which is an amount equal to the initial 2024 Reserve Account Requirement in respect of the 2024 Bonds) shall be deposited in the 2024 Reserve Account of the Reserve Fund;

(c) \$[\_\_\_\_\_] shall be deposited in the 2024 Costs of Issuance Account of the Acquisition and Construction Fund to be applied to costs of issuance as directed in writing by the District; and

(d) \$[\_\_\_\_\_] shall be deposited in the 2024 Acquisition and Construction Account of the Acquisition and Construction Fund. Additional moneys shall be deposited in the 2024 Acquisition and Construction Account from the 2024 Reserve Account as a result of each of the Reserve Account Release Conditions being satisfied.



SECTION 4.03            2024 Acquisition and Construction Account; 2024 Costs of Issuance Account. (a) Amounts deposited to the 2024 Acquisition and Construction Account shall be applied to Costs of the 2024 Project in accordance with Article IV of the Master Indenture.

(b) The District shall not declare that the Date of Completion of the 2024 Project has occurred until after the Reserve Account Release Conditions have been satisfied, and all moneys transferred from the 2024 Reserve Account to the 2024 Acquisition and Construction Account have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the 2024 Project. The Trustee shall transfer any such amount certified to be in excess of what is needed to complete the 2024 Project to the 2024 Prepayment Subaccount of the 2024 Redemption Account as provided in Section 404 of the Master Indenture. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

(c) Amounts deposited to the 2024 Costs of Issuance Account of the Acquisition and Construction Fund shall be applied to pay costs of issuance as directed in writing by the District. Ninety (90) days after the issuance of the 2024 Bonds, any remaining balance held in the 2024 Costs of Issuance Account shall be transferred to the 2024 Interest Account and the 2024 Costs of Issuance Account shall be closed.

SECTION 4.04            2024 Reserve Account. (a) Except as otherwise provided in this Section 4.04 or in the Master Indenture, amounts on deposit in the 2024 Reserve Account shall be used only for the purpose of making payments into the 2024 Interest Account, the 2023 Principal Account and the 2024 Sinking Fund Account to pay Debt Service on the 2024 Bonds, when due, without privilege or priority of one 2024 Bond over another, to the extent the moneys on deposit in such Accounts and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and 2023 Investment Obligations. The 2024 Reserve Account is held solely for the benefit of, and as security for, the 2024 Bonds and amounts therein shall not be available or be used for the purpose of making any payments with respect to any other Bonds.

(b) Subject to subsection (f) below, on each December 15, March 15, June 15 and September 15 (or, if such date is not a Business Day, on the Business Day preceding such day), the Trustee shall determine the amount on deposit in the 2024 Reserve Account and transfer any excess therein above the 2024 Reserve Account Requirement (other than as a result of optional prepayment of a 2024 Assessment which shall be applied as provided in the succeeding paragraph or as a result of investment earnings which shall be deposited into the 2024 Revenue Account as required by Section 510 of the Master Indenture), to the 2024 Prepayment Subaccount of the 2024 Redemption Account for the extraordinary mandatory redemption of 2024 Bonds.

(c) On each December 15, March 15, June 15 and September 15 (or, if such date is not a Business Day, on the Business Day preceding such day), in the event that the amount of proceeds of the 2024 Bonds on deposit in the 2024 Reserve Account exceeds the 2024 Reserve Account Requirement due to a decrease in the amount of 2024 Bonds that will be outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a 2024 Assessment against such lot or parcel, such excess shall be transferred to the 2024 Prepayment Subaccount of the 2024 Redemption Account (and the District shall include such excess as a credit against the 2024

Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2024 Bonds.

(d) On the date of prepayment of a 2024 Assessment by cancellation of 2024 Bonds pursuant to Section 3.03 hereof, in the event that the amount on deposit in the 2024 Reserve Account exceeds the 2024 Reserve Account Requirement due to a decrease in the amount of 2024 Bonds that will be outstanding as a result of such prepayment by such 2024 Assessment, such excess shall be transferred to the 2024 Prepayment Account of the 2024 Redemption Account, (and the District shall include such excess as a credit against the 2024 Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2024 Bonds.

(e) Anything herein or in the Master Indenture to the contrary notwithstanding, on the earliest date on which there is on deposit in the 2024 Reserve Account sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2024 Bonds, together with accrued interest and redemption premium, if any, on such 2024 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2024 Reserve Account into the 2024 Prepayment Subaccount in the 2024 Redemption Account to pay and redeem all of the Outstanding 2024 Bonds on the earliest date permitted for redemption therein and herein.

(f) Any excess in the 2024 Debt Service Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the respective subaccounts of the 2024 Acquisition and Construction Account in proportion to the initial deposits of 2024 Bond proceeds to such subaccounts. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

#### SECTION 4.05 Amortization Installments.

(a) The Amortization Installments established for the 2024 Bonds shall be as set forth in the form of Bonds attached hereto.

(b) Upon any redemption of 2024 Bonds (other than 2024 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2024 Bonds upon surrender to the Trustee (including any surrender pursuant to Section 3.03 hereof), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2024 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2024 Bonds.

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

SECTION 4.07      2024 Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings.

(a) The District shall deposit into 2024 Revenue Account the amounts required to be deposited therein in accordance with the provisions of this Twelfth Supplemental Indenture. The 2024 Revenue Account shall be held by the Trustee for the sole benefit of the 2024 Bonds, separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The District shall deposit all revenues received by the District from the 2024 Assessments with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such 2024 Assessments which are in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) 2024 Prepayment Principal, which shall be deposited into the 2024 Prepayment Subaccount in the Redemption Account; and

(ii) all other revenues from the 2024 Assessment, which shall be deposited into the 2024 Revenue Account.

Moneys other than 2024 Assessments received by the Trustee in respect of the 2024 Assessments or 2024 Bonds shall, at the written direction of the District, be deposited into the 2023 Optional Redemption Subaccount of the 2024 Redemption Account and used to pay the principal of and premium, if any, on 2024 Bonds called or to be called for optional redemption at the written direction of the District in accordance with the provisions for optional redemption of 2024 Bonds as set forth in the form of 2024 Bonds attached hereto.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such date is not a Business Day, on the Business Day next preceding such date), the Trustee shall determine the amount on deposit in the 2024 Prepayment Subaccount of the 2024 Redemption Account, and, if the balance therein is greater than zero, shall transfer (but only after transferring sufficient amounts as directed in writing by the Issuer to make the transfers required by Section 4.07(e) below and confirming that such transfer will not result in a deficiency in any of the transfers required by Section 4.07(d) FIRST through FOURTH below) from the 2024 Revenue Account for deposit into the 2024 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the 2024 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2024 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of such Series of 2024 Bonds set forth in the form of 2024 Bond attached hereto, Section 3.01 hereof, and Article III of the Master Indenture. The Trustee is hereby authorized and directed to withdraw from the corresponding Interest Account, the amount of interest accrued or to accrue on 2024 Bonds to be redeemed to the Quarterly Redemption Date therefor.

(d) On each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on, the Business Day preceding such May 1 or November 1), commencing November 1,

2024, the Trustee shall then transfer amounts on deposit in the 2024 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the 2024 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all 2024 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2024 Interest Account not previously credited (including amounts transferred from the 2024 Capitalized Interest Account pursuant to Section 505 of the Master Indenture);

SECOND, to the 2024 Principal Account, the amount, if any, equal to the difference between the principal all 2024 Bonds due on such May 1 or November 1 and the amount already on deposit in the 2024 Principal Account not previously credited;

THIRD, to the 2024 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all 2024 Bonds subject to mandatory sinking fund redemption on such May 1 or November 1, and the amount already on deposit in the 2024 Sinking Fund Account not previously credited; and

FOURTH, to the 2024 Reserve Account, the maximum amount which will not cause the balance therein to exceed the 2024 Reserve Account Requirement.

In addition, at any time the 2024 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the 2024 Revenue Account to the 2024 Interest Account the amount necessary to pay interest on the 2024 Bonds subject to redemption on such date.

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

(e) On any date required by the Tax Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the 2024 Revenue Account to the Rebate Account established for the 2024 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Certificate.

(f) After making the transfers described above, the Trustee shall retain any excess in the 2024 Revenue Account or, at the written direction of the District, shall transfer to the District the balance on deposit in the 2024 Revenue Account on November 2 of any year to be used for any lawful District purpose; provided, however, that on the date of such proposed transfer the amount on deposit in the 2024 Reserve Account shall be equal to the 2024 Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Master Indenture or hereunder relating to any of the 2024 Bonds, including the payment of Trustee's fees and expenses then due.

(g) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts in all of the Funds and Accounts held as security for the 2024 Bonds shall be invested

only in 2024 Investment Obligations, and all earnings thereon shall be deposited, as realized, to the 2024 Revenue Account and applied for the purposes of such Account.

[End of Article IV]

## ARTICLE V

### ASSESSMENT COVENANTS AND PROVISIONS

SECTION 5.01 Additional Covenant Regarding 2024 Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Twelfth Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2024 Assessments, including the assessment methodology reports, prepared by Government Management Services, Inc. (collectively, the “Assessment Methodology Reports”), and to levy the 2024 Assessments and any required true up payments as set forth in the Assessment Methodology Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the 2024 Bonds, when due.

SECTION 5.02 Collection of Assessments. Pursuant to Section 9.04 of the Master Trust Indenture and subject to the District entering into a Property Appraiser and Tax Collector Agreement, 2024 Assessments levied on platted lots and pledged hereunder to secure the 2024 Bonds will be collected pursuant to the uniform method for the levy, collection and enforcement of special assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended, provided, however, that notwithstanding Section 9.04 or Section 9.05 of the Master Indenture, the District may, and shall at the written direction of the Majority Owners, collect 2024 Assessments on any lands as to which there are delinquent 2024 Assessments by foreclosure pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, Florida Statutes, and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law.

SECTION 5.03 Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the 2024 Assessments and 2024 Bonds: If any property shall be offered for sale at a foreclosure sale for the nonpayment of any 2024 Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the 2024 Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the 2024 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the 2024 Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), from any legally available funds of the District or by credit bidding any final foreclosure judgment and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the 2024 Bonds and the District, in its proportionate share, to the extent that operation and maintenance assessments were also subject to the foreclosure resulting in such foreclosure sale. The District, either through its own actions, or actions caused to be taken by the District through the Trustee (acting at the written direction of the Majority Owners of the 2024 Bonds Outstanding and being indemnified to its satisfaction), shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2024 Revenue Account (less the proportionate amount the District may be due from the foreclosure

of any operation and maintenance assessments). The District, either through its own actions, or actions caused to be taken by the District through the Trustee (acting at the written direction of the Majority Owners of the 2024 Bonds Outstanding and being indemnified to its satisfaction), agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the 2024 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee, acting at the written direction of the Majority Owners of the 2024 Bonds Outstanding. The District may pay costs associated with any actions taken by the District or the Trustee pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the 2024 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of 2024 Assessments that are billed directly by the District, that the entire 2024 Assessments levied on the property for which such installment of 2024 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the 2024 Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent 2024 Assessments, including interest and penalties and (ii) unless some alternative resolution to such proceedings is agreed to with the Trustee and Majority Owners' consent, the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

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

**SECTION 5.04**      Additional Matters Relating to 2024 Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the 2024 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent 2024 Assessments that are directly billed and collected by the District, and the provisions for the foreclosure of liens of delinquent 2024 Assessments that are directly billed and collected by the District, all in a manner consistent with the Master Indenture and this Twelfth Supplemental Indenture, unless otherwise directed by the Majority Owners. All 2024 Assessments that are billed and collected directly by the District shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

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

(a) The provisions of this Section 5.05 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least eight percent (8%) of the 2024 Assessments

pledged to the 2024 Bonds Outstanding (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”).

(b) The District acknowledges and agrees that, although the 2024 Bonds were issued by the District, the Owners of the 2024 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the 2024 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the 2024 Assessments relating to the 2024 Bonds Outstanding, the Outstanding 2024 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the 2024 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2024 Assessments relating to the 2024 Bonds Outstanding, the 2024 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the 2024 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the 2024 Assessments relating to the 2024 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the 2024 Assessments relating to the 2024 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent



Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the 2024 Assessments relating to the 2024 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (A) to file a proof of claim with respect to the 2024 Assessments pledged to the 2024 Bonds Outstanding, (B) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the 2024 Assessments relating to the 2024 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

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

[End of Article V]

## ARTICLE VI

### LIMITATION ON ADDITIONAL BONDS

SECTION 6.01 Limitation on Additional Bonds. (a) Other than Bonds issued to refund a portion of Outstanding 2024 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not issue or incur any debt payable in whole or in part from the 2024 Trust Estate other than the 2024 Bonds.

(b) So long as there are any 2024 Bonds Outstanding, the District shall not issue any Bonds or other debt obligations (the “Additional Bonds”), secured by Assessments on land subject to the 2024 Assessments without the written consent of the Majority Owners until the 2024 Assessments have been Substantially Absorbed. This provision may be amended or modified with the written consent of the Majority Owners.

(c) The provisions of the preceding Subsection (b) shall not apply to any Bonds or other debt obligations secured by Assessments on properties other than the 2024 Project Area. Further, notwithstanding such restriction, the District may issue Bonds secured by Assessments on 2024 Project Area for the health, safety, welfare or repairs for the 2024 Project Area.

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

[End of Article VI]

## ARTICLE VII

### CONCERNING THE TRUSTEE

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

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

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

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

SECTION 7.05 Patriot Act of Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a non-individual person such as business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[End of Article VII]

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

SECTION 8.01 Amendment of Master Indenture. Anything herein or in the Master Indenture to contrary notwithstanding, the District agrees that Chapter 170.10, Florida Statutes provides that in the event an installment of a directly collected 2024 Assessment is not paid when due, the balance of the installments of such 2024 Assessment shall immediately become due and payable and the District shall commence foreclosure proceedings against the property subject to the lien of such delinquent 2024 Assessment. The District covenants and agrees to enforce the provision of Chapter 170.10, Florida Statutes, against the owner or owners of any tax parcel subject to a delinquent directly collected 2024 Assessment if so directed in writing by the Owners of more than fifty percent (50%) (the “Majority Owners”) of the Outstanding 2024 Bonds.

Subject to this Section 8.01, the provisions of Sections 903 through 906 of the Master Indenture shall apply to the enforcement of any such remedial actions with respect to a delinquent 2024 Assessment, including the ability of the Majority Owners of the 2024 Bonds to direct proceedings and to direct application of the proceeds of any foreclosure of the 2024 Assessments notwithstanding that the existence of such delinquent 2024 Assessment may not constitute a default or an Event of Default in accordance with the provisions of Section 1002 of the Master Indenture.

SECTION 8.02 Additional Matters Relating to Events of Default. In addition to the events set forth in Section 901 of the Master Indenture, each of the following events shall be an Event of Default with respect to the 2024 Bonds, notwithstanding anything to the contrary in the Master Indenture, and references in the Master Indenture and herein to an Event of Default with respect to the 2024 Bonds shall include the following events:

(a) Any portion of the 2024 Assessments pledged to the 2024 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2024 Reserve Account to pay the Debt Service Requirements on the 2024 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2024 Reserve Account to pay the Debt Service Requirements on the 2024 Bonds) (the foregoing being referred to as a “Reserve Account Event”) unless within sixty (60) days from the Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the 2024 Reserve Account or (ii) the portion of the delinquent 2024 Assessments giving rise to the Reserve Account Event are paid and are no longer delinquent 2024 Assessments; and

(b) More than fifteen percent (15%) of the operation and maintenance assessments that are directly billed by the District and levied by the District on tax parcels subject to the 2024 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due. The District shall give written notice to the Trustee of the occurrence of the events set forth in this paragraph (b) not later than 10 days after the end of the sixty day period referred to in the preceding sentence. The Trustee shall not be deemed to have knowledge of the occurrence of such an Event of Default absent notice thereof from the District.

Further, notwithstanding anything to the contrary in the Master Indenture, references in the Master Indenture to “the Owners of not less than 51% of the aggregate principal amount of Bonds the Outstanding” shall mean, with respect to the 2024 Bonds, the Owners of not less than a majority in aggregate principal amount of the 2024 Bonds then Outstanding.

SECTION 8.03 Confirmation of Master Indenture. As supplemented and amended by this Twelfth Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and this Twelfth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Twelfth Supplemental Indenture and to the 2024 Bonds issued hereunder.

SECTION 8.04 Assignment of Collateral Assignment. The District may assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the 2024 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

SECTION 8.05 Continuing Disclosure Agreement. Contemporaneously with the original execution and delivery of 2024 Bonds, the District will execute and deliver a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder; but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

SECTION 8.06 Amendments. Any amendments to this Twelfth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

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

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

SECTION 8.09 No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Owners of the 2024 Bonds.

[End of Article VIII]

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

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: \_\_\_\_\_  
[Vice] Chair, Board of Supervisors

\_\_\_\_\_  
[Assistant] Secretary, Board of Supervisors

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

By: \_\_\_\_\_  
Vice President

## **EXHIBIT A**

### **2024 Project Area**

The tax parcels listed on Table [ ] of the *Six Mile Creek Community Development District [Supplemental Special Assessment Methodology Report for the Series 2024 Capital Improvement Revenue Bonds Assessment Area 3 Phase 4, dated June [ ], 2024]* prepared by Governmental Management Services, LLC, a copy of which is included in the transcript of proceedings relating to the 2024 Bonds, but only those parcels so listed and shown as subject to the 2024 Assessments.

EXHIBIT B-1

[FORM OF BOND]

2024R-\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF FLORIDA

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2024  
(2024 Project AREA)

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
___%	May 1, 20__	June ___, 2024	83005T ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the “District”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on November 1, 2024, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner



of this Bond. Except as required by the rules of DTC, any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of designated corporate trust office of U.S. Bank Trust Company, National Association located in Fort Lauderdale, Florida as paying agent, or any alternate or successor paying agent (collectively, the “Paying Agent”). Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the 2024 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE 2024 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE 2024 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2024 TRUST ESTATE, CONSISTING OF THE 2024 PLEDGED REVENUES AND THE 2024 PLEDGED FUNDS AND ACCOUNTS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE TWELFTH SUPPLEMENTAL INDENTURE.

This Bond is one of an authorized series of Bonds of Six Mile Creek Community Development District (the “District”), a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the “Act”) designated as “Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area)” (the “2024 Bonds”), in the aggregate principal amount of \$[ ] of like date, tenor and effect, except as to maturity date, interest rate and number, issued by the District to (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the District’s Capital Improvement Program; (ii) pay interest on the 2024 Bonds through May 1, 2025, (iii) pay certain costs associated with the issuance of the 2024 Bonds; and (iv) fund a 2024 Reserve Account for the 2024 Bonds.

The 2024 Bonds are issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, and are issued under, and are secured and governed by, a Master Trust Indenture dated as of July 1, 2007 (the “Master Indenture”), by and between the

District and the Trustee and an Twelfth Supplemental Trust Indenture dated as of June 1, 2024 (the “Twelfth Supplemental Indenture”), each by and between the District and the Trustee (the Master Indenture and the Twelfth Supplemental Indenture together are referred to herein as the “Indenture”). Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2024 Bonds, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the 2024 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments (as defined in the Indenture), the terms and conditions under which the 2024 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the 2024 Bonds, and, by the acceptance of this 2024 Bond, the Owner hereof assents to all of the provisions of the Indenture. The 2024 Bonds are equally and ratably secured by the 2024 Trust Estate, without preference or priority of one 2024 Bond over another. The Indenture does not authorize the issuance of any additional Bonds ranking on a parity with the 2024 Bonds as to the lien and pledge of the 2024 Trust Estate, other than certain refunding Bonds.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the District, St. Johns County, Florida (the “County”), the State, or any other political subdivision thereof, or taxation in any form of any real or personal property of the District, the County, the State or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for 2024 Assessments to be assessed and levied by the District as set forth in the Indenture.

The 2024 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an “Authorized Denomination”); provided, however, if any initial beneficial owner of 2024 Bonds does not purchase at least \$100,000 of the 2024 Bonds at the time of initial delivery of the 2024 Bonds, such beneficial owner must execute and deliver to the District and the Underwriter on the date of delivery of the 2024 Bonds the investor letter in the form attached to the Twelfth Supplemental Indenture as Exhibit C or otherwise establish to the satisfaction of the Underwriter that such beneficial owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the “Bond Registrar”), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new 2024 Bond or Bonds, in the same aggregate principal amount as the 2024 Bond or Bonds transferred, will be issued to the transferee at the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, 2024 Bonds may be exchanged for an equal aggregate principal amount of 2024 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The 2024 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_ (less than all 2024 Bonds to be selected by lot) at a Redemption Price equal to the par amount thereof, together with accrued interest to the date of redemption.

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

20\_\_\*

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\* Maturity.

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

20\_\_\*

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\* Maturity.

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u> \$
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20\_\_\*

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\* Maturity.

Upon any redemption of 2024 Bonds (other than 2024 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2024 Bonds upon surrender to the Trustee (including any surrender pursuant to the Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2024 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2024 Bonds.

The 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any February 1, May 1, August 1 or November 1, in the manner determined by the Bond Registrar, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) from 2024 Prepayment Principal (as defined in the Indenture) and Connection Fees (as defined in the Indenture) deposited into the 2024 Prepayment Subaccount of the 2024 Redemption Account;

(b) on or after the Completion Date of the 2024 Project, by application of moneys remaining in the 2024 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the 2024 Project, all of which shall be transferred to the 2024 Redemption Account of the Debt Service Fund and credited toward extinguishment of the 2024 Assessments and applied toward the redemption of the 2024 Bonds, in accordance with the manner it has credited such excess moneys toward extinguishment of 2024 Assessments, which the Issuer shall describe to the Trustee in writing;

(c) from amounts transferred to the 2024 Prepayment Subaccount of the 2024 Redemption Account resulting from a reduction in the 2024 Reserve Account Requirement as provided for in the Indenture; and

(d) on the date on which the amount on deposit in the 2024 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2024 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2024 Bonds shall be called for redemption, the particular 2024 Bonds or portions of 2024 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such 2024 Bonds or such portions thereof on such date, interest on such 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

This Bond shall be issued initially pursuant to a book-entry-only system administered by The Depository Trust Company, New York, New York (“DTC”), which shall act as securities depository for the 2024 Bonds, with no physical distribution of 2024 Bonds to be made. Any provisions of the Indenture or this Bond requiring physical delivery of 2024 Bonds shall, under the book-entry-only system, be deemed to be satisfied by a notation on the records maintained by DTC of ownership interests of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the 2024 Bonds (“Beneficial Owners”).

This 2024 Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the registered owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the District or the Trustee.

The District shall keep books for the registration of the 2024 Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Except when registration of the 2024 Bonds is being maintained pursuant to a book-entry-only system, the 2024 Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the District kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly

executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging 2024 Bonds is exercised, the District shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new 2024 Bond or 2024 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. There shall be no charge for any such exchange or transfer of 2024 Bonds, but the District may require payment of a sum sufficient to pay any tax, fee or other governmental charge imposed. Neither the District nor the Registrar shall be required (a) to transfer or exchange 2024 Bonds for a period of 15 days next preceding any selection of 2024 Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any 2024 Bond called for redemption in whole or in part.

The District, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name any 2024 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such 2024 Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the District, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such 2024 Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2024 Bond to the extent of the sum or sums so paid, and neither the District, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2024 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any 2024 Bond which remain unclaimed for six (6) years after the date when such 2024 Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such 2024 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities (as defined in the Indenture) sufficient to pay the principal or redemption price of any 2024 Bonds

becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the 2024 Bonds as to the 2024 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

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

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the 2024 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

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

SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT

[SEAL]

By: \_\_\_\_\_  
[Vice] Chair, Board of Supervisors

Attest:

By: \_\_\_\_\_  
[Assistant] Secretary,  
Board of Supervisors



CERTIFICATE OF AUTHENTICATION

This Bond is one of the 2024 Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: \_\_\_\_\_

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee

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

STATEMENT OF VALIDATION

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

SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT

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[Vice] Chair, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM as tenants in common
- TEN ENT as tenants by the entireties
- JT TEN as joint tenants with the right of survivorship and not as tenants in common

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

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

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ASSIGNMENT

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

Dated:

Social Security Number or  
 Employer Identification  
 Number of Transferee:

Signature guaranteed:

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

**EXHIBIT C**  
**2024 Investment Obligations**

“2024 Investment Obligations” shall mean and include any of the following securities with respect to the investment of moneys under the Twelfth Supplemental Indenture, if and to the extent that such securities are legal investments for funds of the District:

- (i) Government Obligations;
- (ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation or other similar governmental sponsored entities;
- (iii) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P;
- (iv) commercial paper rated in the top two rating category by both Moody's and S&P at the time of purchase;
- (v) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;
- (vi) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for money market funds by both Moody's and S&P, including those shares offered or sponsored by the Trustee Bank, and (B) shares of money market mutual funds, including those funds offered or sponsored by the Trustee Bank, that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P;
- (vii) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by the repurchase agreement provider with collateral with a domestic or foreign bank or corporation (other than life or property casualty

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

- 1) Failure to maintain the requisite collateral percentage will require the District or the Trustee to liquidate the collateral as provided above;
- 2) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books);
- 3) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Trustee shall be rendered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
- 4) The repurchase agreement shall be a “repurchase agreement” as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a “qualified financial contract” as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“FIRREA”) and such bank is subject to FIRREA;
- 5) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the Trustee of any change in its long-term debt rating;
- 6) The District or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;
- 7) The District and the Trustee shall receive the opinion of Counsel (which opinion shall be addressed to the District and the Trustee and shall be in form and substance

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

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

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

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

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

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

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

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

1) interest is paid on any date interest is due on the 2024 Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;

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

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

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

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

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

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

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

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

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

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

(x) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation); and

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

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



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

\$[\_\_\_\_\_] ]  
**CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024  
(2024 PROJECT AREA)**

**BOND PURCHASE CONTRACT**

[\_\_\_\_\_] , 2024

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

Board of Supervisors:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Six Mile Creek Community Development District (the "District"). The District is located entirely within unincorporated St. Johns County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 4:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

**1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the District's \$[\_\_\_\_\_] Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds"). The 2024 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto.

The purchase price for the 2024 Bonds shall be \$[\_\_\_\_\_] (representing the \$[\_\_\_\_\_] aggregate principal amount of the 2024 Bonds, [plus/less net original issue premium/discount of \$[\_\_\_\_\_] and] less an underwriter's discount of \$[\_\_\_\_\_] ). Payment of the purchase price and delivery of the 2024 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

**2. The 2024 Bonds.** The 2024 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and by Rule 42GGG-1, Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, as amended (the "Establishment Rule"). The 2024 Bonds are

being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), as amended and supplemented by the Twelfth Supplemental Trust Indenture dated as of [ ] 1, 2024 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), and by Resolution No. 2007-14 and Resolution No. 2024- [ ] adopted by the Board on March 30, 2007, and [June 12], 2024, respectively (collectively, the "Bond Resolution"). Prior to and as a condition of the delivery of the 2024 Bonds, the 2024 Assessments constituting a portion of the 2024 Trust Estate for the 2024 Bonds will be levied by the District on those lands within the District specially benefited by the District's Improvement Plan, including the 2024 Project, pursuant to the Assessment Resolutions (as such term is defined in the Indenture).

**3. Limited Offering; Establishment of Issue Price.** It shall be a condition to the District's obligation to sell and to deliver the 2024 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the 2024 Bonds, that the entire principal amount of the 2024 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the 2024 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2024 Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the 2024 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2024 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold 2024 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the 2024 Bonds of that maturity or until all 2024 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the 2024 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the 2024 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2024 Bonds, the Underwriter will neither offer nor sell unsold 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

(d) The Underwriter acknowledges that sales of any 2024 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (1) "public" means any person other than an underwriter or a related party, and
- (2) a purchaser of any of the 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (3) "sale date" means the date of execution of this Purchase Contract is executed by all parties.

**4. Use of Documents.** Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2024 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the 2024 Bonds, being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the 2024 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") in connection with the limited offering of the 2024 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the 2024 Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with all requirements of the Rule and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated [\_\_\_\_], 2024 (such Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the 2024 Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited

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

**5. Definitions.** For purposes hereof, (a) this Purchase Contract, the Indenture, the 2024 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Six Mile Creek Investing Group, LLC, a Delaware limited liability company (the "Landowner"), and Governmental Management Services, LLC, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Limited Offering Memorandum as APPENDIX F thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) [the Completion Agreement by and between the District and the Landowner dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement (2024 Bonds) by and between the District and the Landowner dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development and Contract Rights Relating to the 2024 Project in recordable form by and between the District and the Landowner dated as of the Closing Date (the "Collateral Assignment"), the True-Up Agreement (2024 Bonds) in recordable form by and between the District and the Landowner dated as of the Closing Date (the "True-Up Agreement") and the Declaration of Consent in recordable form by the Landowner dated as of the Closing Date (the "Declaration"), are collectively referred to herein as the "Ancillary Agreements."]

**6. Representations, Warranties and Agreements.** The District hereby represents, warrants and agrees as follows:

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

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the 2024 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the 2024 Bonds for the purposes described in the Limited Offering Memorandum; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Limited Offering Memoranda, including but not limited to entering into the Collection Agreement to provide for the collection of the 2024 Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the 2024 Bonds;

(c) At meetings of the Board that were or will be duly called and noticed and at which a quorum was or will be present and acting throughout, the Board has duly adopted the Bond Resolution and will, prior to the delivery of the 2024 Bonds, have adopted all of the Assessment Resolutions, and the same are and will be in full force and effect and have not been and will not be supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the 2024 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the 2024 Bonds and the consummation

by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the 2024 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto), the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the 2024 Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions (once all of the Assessment Resolutions are adopted), and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the 2024 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the 2024 Bonds, the Ancillary Agreements or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the 2024 Bonds, or under the 2024 Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the 2024 Bonds;

(f) The descriptions of the 2024 Bonds, the Financing Documents, the Ancillary Agreements and the 2024 Project, to the extent referred to in the Limited Offering Memoranda,

conform in all material respects to the 2024 Bonds, the Financing Documents, the Ancillary Agreements and the 2024 Project, respectively;

(g) The 2024 Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the 2024 Bonds, the Indenture will provide, for the benefit of the holders from time to time of the 2024 Bonds, a legally valid and binding pledge of and first lien on the 2024 Trust Estate. On the Closing Date, all conditions precedent to the issuance of the 2024 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2024 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum, or the collection of 2024 Assessments, or the pledge of and lien on the 2024 Trust Estate pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the 2024 Bonds, or the authorization of the 2024 Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the 2024 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the 2024 Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the 2024 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the 2024 Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (l) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner" and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (l) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda Memorandum under the captions "DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner" and "UNDERWRITING";

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

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the 2024 Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

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

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

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

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the 2024 Bonds), notes or other obligations payable from the 2024 Trust Estate.

7. **Closing.** At 10:00 a.m. prevailing time on [\_\_\_\_\_], 2024 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the 2024 Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the 2024 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the 2024 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The 2024 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

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

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the 2024 Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

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

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

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

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



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

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

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

(7) The opinions, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Patricia Nolan, Esq., general counsel to the Landowner and Foley & Lardner LLP, special counsel to the Landowner, in the forms annexed as Exhibit E-1 and E-2 hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

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

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

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

(11) A copy of the Establishment Rule;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the 2024 Assessments, as described in the Indenture; and (v) the Limited Offering Memorandum (other than the information under the captions "DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner" and "UNDERWRITING," as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary

in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

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

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

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the 2024 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Policies and Procedures;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the 2024 Bonds;

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

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

(19) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the 2024 Bonds;

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

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

(22) Certified copies of the "Six Mile Creek CDD Improvement Plan" dated December 1, 2006, the "Supplemental Engineer's Report for the 2007 Capital Improvements" adopted on May 25, 2007, the "Supplemental Engineer's Report for the 2015 Capital Improvements" adopted on November 19, 2014, the "Supplemental Engineer's Report for Series 2016 Capital Improvements" adopted on March 16, 2016, the "Supplemental Engineer's Report for the 2017 Capital Improvements" adopted on October 27, 2017, the "Supplemental Engineer's Report for the Series 2024 Capital Improvements" dated June 2, 2020, the "Supplemental Engineer's Report for the 2021 Capital Improvements" dated January 19, 2021, the "Supplemental Engineer's Report for Series 2021 Capital Improvements" dated September 10, 2021, the "Supplemental Engineer's Report for Series 2023 Capital Improvements" dated June 5, 2023, the "Supplemental Engineer's Report for Series 2024 AA3-4 Capital Improvements" dated May 24, 2024, prepared by England-Thims & Miller, Inc. (the "District Engineer");

(23) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for Permitted Omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the 2024 Bonds;

(24) A copy of the Supplemental Special Assessment Methodology Report for the [Series 2024 Capital Improvement Revenue Bonds Assessment Area 3 Phase 4] dated the date hereof, prepared by Governmental Management Services, LLC;

(25) Acknowledgments in recordable form by all mortgage holder(s) on lands within the 2024 Project Area, if any, as to the superior lien of the 2024 Assessments in form and substance acceptable to Underwriter and Underwriter's Counsel;

(26) A Declaration of Consent to Jurisdiction of Six Mile Creek Community Development District and to Imposition of Special Assessments executed and delivered by the Landowner and any other entity owning any land in the 2024 Project Area as of the Closing Date with respect to all real property owned by such entity(ies) within the District which is subject to the 2024 Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

(27) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the 2024 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreement and Rule 15c2-12, (iii) that it has policies and procedures in place to ensure its compliance with its obligations under the Continuing Disclosure Agreement, and (iv) covenanting to comply with the District's continuing disclosure undertakings entered into pursuant to Rule 15c2-12 at all times in the future; and

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

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the 2024 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the 2024 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

**9. Termination.** The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the 2024 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been

introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the 2024 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the 2024 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the 2024 Bonds, or the market price generally of obligations of the general character of the 2024 Bonds; (ii) the District or the Landowner has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Landowner, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the 2024 Assessments.

**10. Expenses.**

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the 2024 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the 2024 Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the 2024 Bonds, if any.

**11. No Advisory or Fiduciary Role.** The District acknowledges and agrees that (i) the purchase and sale of the 2024 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and processes leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the limited offering of the 2024 Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided or is currently advising or providing services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the 2024 Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

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

**13. Parties in Interest; Survival of Representations.** This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the 2024 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the 2024 Bonds pursuant to this Purchase Contract.

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

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

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

**17. Governing Law.** This Purchase Contract shall be governed and construed in accordance with the laws of the State.

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

[Signature page follows]

Very truly yours,

**FMSBONDS, INC.**

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

Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

**SIX MILE CREEK COMMUNITY DEVELOPMENT  
DISTRICT**

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

**EXHIBIT A**

**DISCLOSURE AND TRUTH-IN-BONDING STATEMENT**

[ \_\_\_\_\_ ], 2024

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

Re: \$[ \_\_\_\_\_ ] Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds")

Dear Board of Supervisors:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the 2024 Bonds, FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated [ \_\_\_\_\_ ], 2024 (the "Bond Purchase Contract"), between the Underwriter and Six Mile Creek Community Development District (the "District"), furnishes the following disclosures to the District (all capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Bond Purchase Contract):

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the 2024 Bonds is approximately \$[ \_\_\_\_\_ ] per \$1,000.00 or \$[ \_\_\_\_\_ ].
2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the 2024 Bonds are: None.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the 2024 Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. The name and address of the Underwriter is:  
  
FMSbonds, Inc.  
20660 W. Dixie Highway  
North Miami Beach, Florida 33180
6. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the 2024 Bonds to any person not regularly employed or retained by the Underwriter in connection with the 2024 Bonds is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District from the proceeds of the 2024 Bonds.

The District is proposing to issue \$[ \_\_\_\_\_ ] aggregate amount of the 2024 Bonds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the 2024 Project;

(ii) pay a portion of the interest coming due on the 2024 Bonds; (iii) pay certain costs associated with the issuance of the 2024 Bonds; and (iv) fund the 2024 Reserve Account as herein provided

The debt evidenced by the 2024 Bonds is expected to be repaid over a period of approximately [\_\_\_\_\_] ( ) years, [\_\_\_\_\_] ( ) months, and [\_\_\_\_\_] ( ) days. [There shall be no more than thirty (30) principal installments.] At a net interest cost of approximately [\_\_\_\_\_] % for the 2024 Bonds, total interest paid over the life of the Series 2024 Bonds will be \$[\_\_\_\_\_].

The source of repayment for the 2024 Bonds is the 2024 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the 2024 Bonds will result in \$[\_\_\_\_\_] (representing the average annual debt service payments due on the 2024 Bonds) of the 2024 Assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the 2024 Bonds were not issued, the District would not be entitled to impose and collect the 2024 Assessments in the amount of the principal of and interest to be paid on the 2024 Bonds.

[Remainder of page intentionally left blank.]



*[Signature page to Disclosure and Truth in Bonding Statement]*

Sincerely,

**FMSBONDS, INC.**

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

**SCHEDULE I**

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$[_____]
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	\$[_____]

**EXHIBIT B**

**TERMS OF BONDS**

1. **Purchase Price for the 2024 Bonds:** \$[ ] (representing the \$[ ] aggregate principal amount of the 2024 Bonds, [plus/less net original issue premium/discount of \$[ ] and] less an underwriter's discount of \$[ ]).
2. **Principal Amounts, Maturities, Interest Rates, Yields, and Prices:**

<b>2024 Bonds</b>				
Amount	Maturity Date	Rate	Yield	Price

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

The Underwriter has offered the 2024 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the 2024 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: \_\_\_\_\_].

5. **Redemption Provisions:**

**Optional Redemption**

The 2024 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_ (less than all 2024 Bonds to be selected by lot) at the Redemption Price equal to the par amount thereof, together with accrued interest to the date of redemption.

**Mandatory Sinking Fund Redemption**

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year (May)</b>	<b>Principal Amount</b>
-----------------------	-----------------------------

\*

\_\_\_\_\_  
\*Maturity

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year (May)</b>	<b>Principal Amount</b>
-----------------------	-----------------------------

\*

\*Maturity

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year (May)</b>	<b>Principal Amount</b>
-----------------------	-----------------------------

\*

\*Maturity

Upon any redemption of 2024 Bonds (other than 2024 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2024 Bonds upon surrender to the Trustee (including any surrender pursuant to the Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2024 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2024 Bonds.

**Extraordinary Mandatory Redemption**

The 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date (defined in the Indenture as each February 1, May 1, August 1 and November 1), in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) from 2024 Prepayment Principal (as defined in the Indenture) and Connection Fees (as defined in the Indenture) deposited into the 2024 Prepayment Subaccount of the 2024 Redemption Account; or

(b) on or after the Completion Date of the 2024 Project, by application of moneys remaining in the 2024 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the 2024 Project, all of which shall be

transferred to the 2024 Redemption Account of the Debt Service Fund and credited toward extinguishment of the 2024 Assessments and applied toward the redemption of the 2024 Bonds, in accordance with the manner it has credited such excess moneys toward extinguishment of 2024 Assessments, which the District shall describe to the Trustee in writing; or

(c) from amounts transferred to the 2024 Prepayment Subaccount of the 2024 Redemption Account resulting from a reduction in the 2024 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the 2024 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2024 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2024 Bonds shall be called for redemption, the particular 2024 Bonds or portions of 2024 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

[Remainder of the page intentionally left blank.]

**EXHIBIT C**

**BOND COUNSEL'S SUPPLEMENTAL OPINION**

[ \_\_\_\_\_ ], 2024

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

FMSbonds, Inc.  
North Miami Beach, Florida

Re: \$[ \_\_\_\_\_ ] Six Mile Creek Community Development District Capital Improvement  
Revenue Bonds, Series 2024 (2024 Project Area)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Six Mile Creek Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$[ \_\_\_\_\_ ] original aggregate principal amount of Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the 2024 Bonds. The 2024 Bonds are secured pursuant to that certain Master Trust Indenture, dated July 1, 2007 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented by the Twelfth Supplemental Trust Indenture dated as of [ \_\_\_\_\_ ] 1, 2024 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), by and between the District and the Trustee.

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the 2024 Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [ \_\_\_\_\_ ], 2024 (the "Purchase Contract"), for the purchase of the 2024 Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

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

1. The sale of the 2024 Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.
2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.
3. The information in the Limited Offering Memoranda under the captions "INTRODUCTION," "DESCRIPTION OF THE 2024 BONDS," "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS," "and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" insofar as such statements constitute

descriptions of the 2024 Bonds and the Indenture, are accurate as to the matters set forth or documents described therein, and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE," insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State") and the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), is accurate as to the matters set forth therein.

This opinion letter is limited solely to the matters stated herein and no opinion is to be implied beyond the opinions expressly stated as such herein.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the 2024 Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the 2024 Bonds.

Very truly yours,

**EXHIBIT D**

**ISSUER'S COUNSEL'S OPINION**

[\_\_\_\_\_], 2024

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

FMSbonds, Inc.  
North Miami Beach, Florida

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

Re:     \$[\_\_\_\_\_] Six Mile Creek Community Development District Capital Improvement  
Revenue Bonds, Series 2024 (2024 Project Area)

Ladies and Gentlemen:

We serve as counsel to the Six Mile Creek Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[\_\_\_\_\_] Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "**2024 Bonds**"). This letter is delivered to you pursuant to Section 207(iii) of the Master Indenture (defined below), Section 2.07 of the Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

**A. DOCUMENTS EXAMINED**

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

1. Rule 42GGG-1 of the Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission effective March 7, 2007, as amended on August 11, 2021 and May 23, 2022 ("**Establishment Rule**");
2. the *Master Trust Indenture*, dated as of July 1, 2007 ("**Master Indenture**"), as amended and supplemented by the *Twelfth Supplemental Trust Indenture* dated as of [\_\_\_\_\_] 1, 2024 (the "**Supplemental Indenture**" and, together with the Master Indenture, the "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as successor trustee ("**Trustee**");
3. Resolutions Nos. 2007-14 and 2024-[\_\_] adopted by the District on March 30, 2007, and [June 12], 2024, respectively (collectively, "**Bond Resolution**");
4. the *Improvement Plan for the Purpose of Special Assessment Bonds* dated December 1, 2006, *Supplemental Engineers Report for Series 2007 Capital Improvements* dated May 25, 2007, *Six Mile Creek Community Development District Supplemental Engineer's*



*Report for Series 2014 Capital Improvements* dated November 12, 2014, *Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2016 Capital Improvements* dated April 12, 2016, *Six Mile Creek Community Development District Supplemental Engineer's Report for Series 2017 Capital Improvements* dated October 27, 2017, *Six Mile Creek Community Development District Supplemental Engineers Report for Series 2020 Capital Improvements* dated December 6, 2019, *Supplemental Engineers Report for Series 2020 Capital Improvements* dated June 2, 2020; the *Supplemental Engineer's Report for the 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, the *Supplemental Engineers Report for Series 2023 Capital Improvements* dated June 5, 2023, and the *Supplemental Engineer's Report for Series 2024 AA3-4 Capital Improvements* dated May 24, 2024 (collectively, "**Engineer's Report**"), which describes among other things, the "**2024 Project**;"

5. *[Supplemental Special Assessment Methodology Report for Assessment Area Three Phase 4]* dated [\_\_\_\_], 2024 ("**Assessment Methodology**");
6. Resolution Nos. [2022-22, 2022-23, 2023-02 and 20\_\_-\_\_] (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. the *Final Judgment* issued on May 16, 2007, by the Circuit Court for the Seventh Judicial Circuit in and for St. Johns County, Florida, in Case No. CA07-0435, and Certificate of No Appeal issued on June 18, 2007;
8. the Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2024 ("**PLOM**") and Limited Offering Memorandum dated [\_\_\_\_], 2024 ("**LOM**");
9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of England-Thims & Miller, Inc., as District Engineer;
11. certain certifications of Governmental Management Services, LLC, as District Manager and Assessment Consultant;
12. general and closing certificate of the District;
13. an opinion of Akerman LLP ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. an opinion of Patricia Nolan, Esq., counsel to the Landowner (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. the following agreements ("**Bond Agreements**"):
  - (a) the Continuing Disclosure Agreement dated [\_\_\_\_], 2024, by and among the District, Six Mile Creek Investment Group, LLC ("**Landowner**") and Governmental Management Services, LLC as dissemination agent;
  - (b) the Bond Purchase Contract between Underwriter and the District and dated [\_\_\_\_], 2024 ("**BPA**");
  - (c) the Acknowledgement of the Continued Effectiveness of the Acquisition Agreement (2024 Bonds) between the District and the Landowner and dated [\_\_\_\_], 2024;
  - (d) the Acknowledgement of the Continued Effectiveness of the Completion Agreement (2024 Bonds) between the District and the Landowner dated [\_\_\_\_], 2024;
  - (e) the True-Up Agreement between the District and the Landowner regarding the True-Up and Payment of 2024 Assessments and dated [\_\_\_\_], 2024; and
  - (f) the Collateral Assignment and Assumption Agreement (2024 Bonds) between the District and the Landowner and dated [\_\_\_\_], 2024;

- (g) the Declaration of Consent to Jurisdiction and Imposition of Series 2024 Special Assessments Securing Special Assessment Revenue Bonds, Series 2024 executed by the Landowner in favor of the District and dated [\_\_\_\_\_], 2024; and
17. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

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

## **B. RELIANCE**

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

## **C. OPINIONS**

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

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (the "**Act**"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the 2024 Trust Estate to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

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

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

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

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

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS – Prepayment of 2024 Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT – Landowner Agreements" (solely as it relates to the description of such agreements), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (excluding information related to the Landowner), "VALIDATION" and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – To the best of our knowledge, and based on inquiry of the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the 2024 Trust Estate pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. **Compliance with Laws** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State or the United States, or to the best of our knowledge, any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default

by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the 2024 Project*** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the 2024 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

#### **D. CERTAIN ASSUMPTIONS**

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

#### **E. CERTAIN QUALIFICATIONS**

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the existing laws of Florida and the United States of America in effective at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government, or any other state or other jurisdiction.
2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, including any changes in the Internal Revenue Code ("Code"), relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.
3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.
4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Code.
5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.
6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Landowner is able to convey good and marketable title to any particular real property or interest therein and related to the 2024 Project.
7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our

representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

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

Sincerely,

KUTAK ROCK LLP

**EXHIBIT E-1**

**FORM OF LANDOWNER'S GENERAL COUNSEL OPINION**

[\_\_\_\_\_] , 2024

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

FMSbonds, Inc.  
North Miami Beach, Florida

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

Re:     \$[\_\_\_\_\_] Six Mile Creek Community Development District Capital Improvement Revenue  
       Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds")

Ladies and Gentlemen:

I serve as General Counsel for GreenPointe Holdings, LLC, a Florida limited liability company and affiliate of GreenPointe Communities, LLC, a Florida limited liability company that serves as the manager of Six Mile Creek Investment Group, LLC ("**Landowner**"), a Delaware limited liability company qualified to do business in Florida. The Landowner is the developer of certain land within the Six Mile Creek Community Development District (the "**District**") referred to as the "**2024 Project Area**" and the "**2024 Project**," as more particularly described in the District's Preliminary Limited Offering Memorandum dated [\_\_\_\_\_] , 2024 and a final Limited Offering Memorandum dated [\_\_\_\_\_] , 2024 (collectively, the "**Limited Offering Memoranda**") for the issuance by the District of its 2024 Bonds as described in the Limited Offering Memoranda.

Unless otherwise defined herein, capitalized terms used herein have the respective meanings assigned to such terms in the Bond Purchase Contract, dated [\_\_\_\_\_] , 2024 (the "**Contract**"), between the District and FMS Bonds, Inc. ("**Underwriter**") or in the Limited Offering Memoranda.

This opinion is delivered to you pursuant to the Contract, at the request and consent of the Landowner, is effective as of the date first written above and is furnished to you solely for your benefit in connection with the issuance of the Series 2024 Bonds and may not be relied upon by any other party without my prior written consent in each instance.

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

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

This opinion has been prepared and is to be construed in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011, as supplemented by the First Supplement to the Report on Third-Party Legal Opinion Customary Practice in Florida, dated July 24, 2021 (the "**Report**"). The Report is incorporated by reference into this opinion.

When used in this opinion letter, the term "Applicable Laws" means the federal and Florida laws, rules and regulations that a Florida counsel exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Landowner or the 2024 Bonds, but excluding those areas of law that are expressly excluded from the scope of the opinion in this opinion letter or are otherwise excluded from opinions of Florida counsel under customary opinion practice in Florida. The opinions expressed herein relate solely to Florida and federal law. I express no opinion with regard to any matters which may be, or which purport to be, governed by the laws of any other state or jurisdiction.

In my role as General Counsel, I have examined such items as I have deemed necessary for the rendering of this opinion. I express no opinions other than those specifically set forth herein and no other opinions may be implied or inferred hereby.

Based on the foregoing and subject to the assumptions and qualifications set forth above, nothing has come to my attention that would lead me to believe that Landowner is not in compliance in all material respects with all provisions of the Applicable Law in all material matters relating to Landowner as described in the Offering Memoranda. Except as described in the Offering Memoranda, (a) I have no actual knowledge that Landowner has not received all government permits required in connection with the development of the 2024 Project or the capital improvement program, as described in the Offering Memoranda ("CIP"), other than certain permits, which permits are expected to be received as needed; (b) I have no actual knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect the Landowner's ability to complete the 2024 Project or the development of the 2024 Project Area as described in the Offering Memoranda; and (c) I have no knowledge and am not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the 2024 Project and the development of the 2024 Project Area as described in the Limited Offering Memoranda will not be obtained in due course as required by the Landowner.

Copies of this opinion letter may not be made available, and this opinion letter may not be quoted or referred to in any other document made available, to any other person or entity, except to any governmental or other regulatory authority and any rating agency auditing, monitoring or evaluating investments of the Underwriter or compliance by the Underwriter with investment grading or evaluation and any accountant or attorney for any person or entity entitled hereunder to rely hereon or to whom or which this opinion letter may be disclosed as provided herein, or as otherwise required by law. This opinion speaks as of the date hereof, and we undertake no obligation to advise you of any change in any matter set forth herein.

Sincerely

Patricia M. Nolan

**EXHIBIT E-2**

**FORM OF LANDOWNER'S SPECIAL COUNSEL OPINION**

[TO COME]



**EXHIBIT F**

**CERTIFICATE OF LANDOWNER**

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

1. This Certificate of the Landowner is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated [\_\_\_\_], 2024 (the "Purchase Contract") between Six Mile Creek Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds") Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

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

3. Representatives of the Landowner have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2024 and the Limited Offering Memorandum, dated [\_\_\_\_], 2024, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent dated [\_\_\_\_], 2024 (the "Closing Date") executed by the Landowner and to be recorded in the public records of St. Johns County, Florida (the "Declaration of Consent"), the Continuing Disclosure Agreement dated the Closing Date, by and among the District, the Landowner, and Governmental Management Services, LLC (the "Continuing Disclosure Agreement"), the Completion Agreement by and between the District and the Landowner dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement (2024 Bonds) by and between the District and the Landowner dated as of the Closing Date (the "Acquisition Agreement"), the Completion Agreement by and between the District and the Landowner dated as of the Closing Date (the "Completion Agreement"), the Collateral Assignment and Assumption of Development and Contract Rights Relating to the 2024 Project in recordable form by and between the District and the Landowner dated as of the Closing Date (the "Collateral Assignment"), the True-Up Agreement (2024 Bonds) in recordable form by and between the District and the Landowner dated as of the Closing Date (the "True-Up Agreement"), constitute valid and binding obligations of the Landowner, enforceable against the Landowner in accordance with their terms.

5. The Landowner has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT," "THE DEVELOPMENT," "THE LANDOWNER," "BONDOWNERS' RISKS" (as it relates to the Landowner and the Development), "LITIGATION – The Landowner" and "CONTINUING DISCLOSURE" (as it relates to the Landowner) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Landowner is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

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

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

8. The Landowner hereby represents that it owns all of the land in the District that will be subject to the 2024 Assessments and hereby consents to the levy of the 2024 Assessments on the lands in the District owned by the Landowner. The levy of the 2024 Assessments on the lands in the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Landowner is a party or to which its property or assets are subject.

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

10. The Landowner acknowledges that the 2024 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the 2024 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the 2024 Bonds when due.

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

12. There is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of the Landowner's knowledge, threatened against the Landowner (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents and/or Ancillary Documents to which the Landowner is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Landowner, or of the Landowner's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Landowner, or (d) that would have a material and adverse effect upon the ability of the Landowner to (i) complete the development of the 2024 Project Area within the District as described in the Limited Offering Memoranda, (ii) pay the 2024 Assessments, or (iii) perform its various obligations as described in the Limited Offering Memoranda.

13. To the best of the Landowner's knowledge after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the 2024 Project Area and the 2024 Project as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the 2024 Project Area is zoned and properly designated for their intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Landowner is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Landowner's ability to complete or cause the completion of the 2024 Project or development of the 2024 Project Area as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete

the development of the 2024 Project Area and the 2024 Project as described in the Offering Memoranda will not be obtained as required.

14. The Landowner acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the 2024 Assessments imposed on lands in the District owned by the Landowner within thirty (30) days following completion of the 2024 Project and acceptance thereof by the District.

15. The Landowner has entered into prior continuing disclosure obligations in connection with SEC Rule 15c2-12, and the information presented in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE" (at it relates to the Landowner only) accurately reflects the continuing disclosure history of the Landowner.

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

Dated: [\_\_\_\_\_], 2024.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT G

### CERTIFICATE OF ENGINEER

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

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated [\_\_\_\_], 2024 (the "Purchase Contract"), by and between Six Mile Creek Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2024 and the Limited Offering Memorandum, dated [\_\_\_\_], 2024, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

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

3. The plans and specifications for the 2024 Project (as described in the Limited Offering Memoranda) improvements were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the 2024 Project have been obtained and all environmental and other regulatory permits or approvals required in connection with the development of the 2024 Project Area have either been obtained or are reasonably expected to be obtained in the ordinary course.

4. The Engineers prepared the reports entitled "Six Mile Creek CDD Improvement Plan" dated December 1, 2006, the "Supplemental Engineer's Report for the 2007 Capital Improvements" adopted on May 25, 2007, the "Supplemental Engineer's Report for the 2015 Capital Improvements" adopted on November 19, 2014, the "Supplemental Engineer's Report for Series 2016 Capital Improvements" adopted on March 16, 2016, the "Supplemental Engineer's Report for the 2017 Capital Improvements" adopted on October 27, 2017, the "Supplemental Engineer's Report for the Series 2024 Capital Improvements" dated June 2, 2020, the "Supplemental Engineer's Report for the 2021 Capital Improvements" dated January 19, 2021, the "Supplemental Engineer's Report for Series 2021 Capital Improvements" dated September 10, 2021, the "Supplemental Engineer's Report for Series 2023 Capital Improvements" dated June 5, 2023, and the "Supplemental Engineer's Report for Series 2024 AA3-4 Capital Improvements" dated May 24, 2024 (the "2024 Engineer's Report" and, collectively with the above-described reports, the "Engineer's Report"). The Engineer's Report was prepared in accordance with generally accepted engineering principles. The 2024 Engineer's Report is included as "APPENDIX C: 2024 ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the 2024 Engineer's Report and certain other information relating to the 2024 Project and the development of the 2024 Project Area are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT" and "THE DEVELOPMENT." The 2024 Engineer Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the 2024 Engineer Report as "APPENDIX C: 2024 ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The price expected to be paid by the District, based on current construction cost estimates, to the Landowner for any future acquisition of the improvements included within the 2024 Project do not exceed the lesser of the cost of the 2024 Project or the fair market value of the assets acquired by the District.

7. To the best of our knowledge, after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Landowner and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the 2024 Project and the development of the 2024 Project Area as described in the Limited Offering Memoranda have been received, or are reasonably expected to be obtained; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the 2024 Project or the 2024 Project Area as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the 2024 Project or the development of the 2024 Project Area as described in the Limited Offering Memoranda will not be obtained in due course as required by the Landowner, or any other person or entity, necessary for the completion of the 2024 Project and the development of the 2024 Project Area as described in the Limited Offering Memoranda and all appendices thereto.

8. There is adequate water and sewer service capacity to serve the 2024 Project Area.

Date: [ \_\_\_\_\_ ], 2024

**ENGLAND-THIMS & MILLER, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT G

### CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

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

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated [\_\_\_\_], 2024 (the "Purchase Contract"), by and between Six Mile Creek Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[\_\_\_\_] Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the 2024 Bonds, as applicable.

2. Governmental Management Services has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its 2024 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2024 and the Limited Offering Memorandum, dated [\_\_\_\_], 2024, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the 2024 Bonds, we have been retained by the District to prepare the [Supplemental Special Assessment Methodology Report for the Series 2024 Capital Improvement Revenue Bonds Assessment Area 3 Phase 4] dated [\_\_\_\_], 2024 (the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the statements in the Limited Offering Memoranda, as they relate to the District, the 2024 Project, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT," "CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "LITIGATION – The District," "CONTINGENT FEES," "EXPERTS," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," and in "APPENDIX D: ASSESSMENT METHODOLOGY" and "APPENDIX E: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the 2024 Bonds, or in any way contesting or affecting the validity of the 2024 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the 2024 Bonds, or the existence or powers of the District.

8. The benefit from the 2024 Project equals or exceeds the related 2024 Assessments, and such 2024 Assessments are fairly and reasonably allocated across all of the respective lands subject to the 2024 Assessments. Moreover, the 2024 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the 2024 Assessments are sufficient to enable the District to pay the debt service on the 2024 Bonds through the final maturity thereof.

9. Governmental Management Services hereby acknowledges its agreement to serve as the Dissemination Agent for the District for the 2024 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement dated [\_\_\_\_\_], 2024 (the "Disclosure Agreement") by and among the District, Six Mile Creek Investment Group, LLC and Governmental Management Services, as Dissemination Agent, and acknowledged by Governmental Management Services, as District Manager, and U.S. Bank Trust Company, National Association, as trustee. Governmental Management Services hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement, and that it will comply with its obligations under the Disclosure Agreement.

Dated: [\_\_\_\_\_], 2024.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [\_\_\_\_\_] 2024**

NEW ISSUES - BOOK-ENTRY ONLY  
LIMITED OFFERING

NOT RATED

*In the opinion of Bond Counsel, assuming compliance with existing statutes, regulations, published rulings and court decisions, and assuming continuing compliance by the District with the tax covenants set forth in the Indenture, and the accuracy of certain representations included in the closing transcript for the 2024 Bonds, interest on the 2024 Bonds is, under Section 103 of the Code, excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the adjusted financial statement income of applicable corporations for the purpose of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the 2024 Bonds. Bond Counsel is further of the opinion that, pursuant to the Act, the 2024 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.*

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

**[\$5,320,000]\***

**Capital Improvement Revenue Bonds, Series 2024  
(2024 Project Area)**

**Dated: Date of Delivery**

**Due: As shown below**

The Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds") are being issued by the Six Mile Creek Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof.

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

The 2024 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2024. The 2024 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the 2024 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the 2024 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), directly to Cede & Co. as the registered owner thereof. Disbursements of such payments to the Direct Participants (as hereinafter defined) is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of the Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a 2024 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such 2024 Bond. See "DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System" herein.

The 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2007-14 and 2024-[\_\_\_], adopted by the Board of Supervisors of the District (the "Board") on March 30, 2007, and [June 12], 2024, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), as amended and supplemented by the Twelfth Supplemental Trust Indenture dated as of [June] 1, 2024 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" herein.

Proceeds of the 2024 Bonds will be used for the purposes of providing funds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the Capital Improvement Program (as defined herein, the "2024 Project"); (ii) pay a portion of the interest coming due on the 2024 Bonds; (iii) pay certain costs associated with the issuance of the 2024 Bonds; and (iv) fund the 2024 Reserve Account (as defined herein) as provided in the Indenture. See "CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The 2024 Bonds will be secured by a pledge of the 2024 Pledged Revenues and the 2024 Pledged Funds and Accounts (the "2024 Trust Estate"). "2024 Pledged Revenues" shall mean all revenues received by the District from the 2024 Assessments (as defined herein), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2024 Assessments or from the issuance and sale of tax certificates with respect to such 2024 Assessments; provided, however, that 2024 Pledged Revenues shall not include (A) any moneys transferred to the 2024 Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the District

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the 2024 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.



under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso). "2024 Pledged Funds and Accounts" shall mean the Funds and Accounts established for the 2024 Bonds, including without limitation the 2024 Reserve Account (except for the 2024 Rebate Account), pursuant to the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS" herein.

The 2024 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE 2024 BONDS – Redemption Provisions" herein.

NEITHER THE 2024 BONDS, NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE 2024 BONDS, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE 2024 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2024 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2024 TRUST ESTATE, CONSISTING OF THE 2024 PLEDGED REVENUES AND THE 2024 PLEDGED FUNDS AND ACCOUNTS, ALL AS PROVIDED IN THE 2024 BONDS AND THE INDENTURE.

**The 2024 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the 2024 Bonds. The 2024 Bonds are not credit enhanced or rated and no application has been made for a rating or credit enhancement with respect to the 2024 Bonds.**

This cover page contains information for quick reference only. It is not a summary of the 2024 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

#### MATURITY SCHEDULE

\$ _____	–	_____ % 2024 Term Bond due May 1, 20__	, Yield _____ %	, Price _____	CUSIP # _____	**
\$ _____	–	_____ % 2024 Term Bond due May 1, 20__	, Yield _____ %	, Price _____	CUSIP # _____	**
\$ _____	–	_____ % 2024 Term Bond due May 1, 20__	, Yield _____ %	, Price _____	CUSIP # _____	**

The initial sale of the 2024 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Akerman LLP, Jacksonville, Florida, Bond Counsel, as to the validity of the 2024 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Landowner (as hereinafter defined) by its general counsel, Patricia Nolan, Esq. and its special counsel, Foley & Lardner LLP, Jacksonville, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the 2024 Bonds will be delivered in book-entry form through the facilities of DTC on or about \_\_\_\_\_, 2024.

## FMSbonds, Inc.

Dated: \_\_\_\_\_, 2024

\* Preliminary, subject to change.

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

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

**[BOARD OF SUPERVISORS]**

Gregg Kern, Chairman\*  
Wendy Hartley, Vice Chair  
Barbara Bland, Assistant Secretary  
Michelle Sutton, Assistant Secretary  
Darren Glynn, Assistant Secretary

\* Employee of an affiliate of the Landowner

**DISTRICT MANAGER/METHODOLOGY CONSULTANT**

Governmental Management Services, LLC  
St. Augustine, Florida

**DISTRICT COUNSEL**

Kutak Rock LLP  
Tallahassee, Florida

**BOND COUNSEL**

Akerman LLP  
Jacksonville, Florida

**DISTRICT ENGINEER**

England-Thims & Miller, Inc.  
Jacksonville, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE 2024 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE 2024 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE LANDOWNER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE LANDOWNER OR IN THE STATUS OF THE DEVELOPMENT, THE 2024 PROJECT AREA OR THE 2024 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2024 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE 2024 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS.

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

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

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

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

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

**[\$5,320,000]\*  
Capital Improvement Revenue Bonds, Series 2024  
(2024 Project Area)**

**INTRODUCTION**

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Six Mile Creek Community Development District (the "District" or "Issuer") of its \$[5,320,000]\* Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "2024 Bonds").

THE 2024 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE 2024 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE 2024 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE 2024 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

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

The boundaries of the District include approximately 1,358.93 gross acres of land (the "District Lands") located in an unincorporated portion of the County. The District Lands are being developed as part of a master-planned residential community known as "TrailMark" (the "Development"). The Development is planned for approximately 2,278 single-family residential units, together with associated recreational amenities and parks. See "THE DEVELOPMENT" herein for a summary of the current development status of the Development.

The District has created separate Assessment Areas to coincide with the plan of development for the District Lands. See "THE CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT –

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\* Preliminary, subject to change.



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

The final phase of development corresponds to Assessment Area 3 – Phase 4, which consists of approximately [67.52] acres and is planned to contain 197 residential units (the "2024 Project Area"). The 2024 Bonds will fund a portion of the capital improvements within the 2024 Project Area (as further described herein, the "2024 Project"). See "CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT" herein.

The 2024 Bonds will be secured by the 2024 Assessments (as defined herein) levied against the gross acres within the 2024 Project Area. As lots are platted, the 2024 Assessments will be assigned to the 197 lots planned for the 2024 Project Area on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS" and "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), is the sole owner of the land within the 2024 Project Area. See "THE LANDOWNER" herein for more information regarding the Landowner. [The Landowner has received interest from multiple builders and is in the process of reviewing letters of intent. The Landowner expects to enter into one or more builder contracts for the 2024 Project Area within the next 30 to 60 days.] See "THE DEVELOPMENT – [Letters of Intent] / [Builder Contracts]" herein for more information.

The 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2007-14 and 2024-[ ], adopted by the Board of Supervisors of the District (the "Board") on March 30, 2007, and [June 12], 2024, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as successor trustee ("Trustee"), as amended and supplemented by the Twelfth Supplemental Trust Indenture dated as of [June] 1, 2024 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

Proceeds of the 2024 Bonds will be used for the purposes of providing funds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the 2024 Project; (ii) pay a portion of the interest coming due on the 2024 Bonds; (iii) pay certain costs associated with the issuance of the 2024 Bonds; and (iv) fund the 2024 Reserve Account as herein provided. See "CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The 2024 Bonds will be secured by a pledge of the 2024 Pledged Revenues and the 2024 Pledged Funds and Accounts (the "2024 Trust Estate"). "2024 Pledged Revenues" shall mean all revenues received by the District from the 2024 Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2024 Assessments or from the issuance and sale of tax certificates with respect to such 2024 Assessments; provided, however, that 2024 Pledged Revenues shall not include (A) any moneys transferred to the 2024 Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso). "2024

Pledged Funds and Accounts" shall mean the Funds and Accounts established for the 2024 Bonds, including without limitation the 2024 Reserve Account (except for the 2024 Rebate Account) pursuant to the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Landowner, the Development, the 2024 Project, the 2024 Project Area and summaries of the terms of the 2024 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture, the Act or any other Florida Statute are qualified in their entirety by reference to such documents and statute, and all references to the 2024 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed form of the Supplemental Indenture appear in APPENDIX A attached hereto.

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

## **DESCRIPTION OF THE 2024 BONDS**

### **General Description**

The 2024 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof. The 2024 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the cover page hereof.

The 2024 Bonds shall be dated the date of delivery. Interest on the 2024 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year, commencing November 1, 2024. Each 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2024 Bond has been paid, in which event such 2024 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2024 Bonds, in which event, such 2024 Bond shall bear interest from its date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Upon initial issuance, the ownership of the 2024 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the 2024 Bonds will be made in book-entry only form. With respect to 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the 2024 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the 2024 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2024 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such 2024 Bond for the purpose of payment of principal, premium and interest with respect to such 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such 2024 Bond, for the purpose of registering transfers with respect to such 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the 2024 Bonds only to or upon

the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding 2024 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the 2024 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the 2024 Bonds shall designate, in accordance with the provisions hereof. See "DESCRIPTION OF THE 2024 BONDS – Book-Entry Only System" below.

The 2024 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the 2024 Bonds. See "SUITABILITY FOR INVESTMENT" below.

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Registrar and Paying Agent for the 2024 Bonds.

**Redemption Provisions**

**Optional Redemption**

The 2024 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_ (less than all 2024 Bonds to be selected by lot) at the Redemption Price equal to the par amount thereof, together with accrued interest to the date of redemption.

**Mandatory Sinking Fund Redemption**

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year (May)</b>	<b>Principal Amount</b>
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\*

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\*Maturity

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year (May)</b>	<b>Principal Amount</b>
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\*

\*Maturity

The 2024 Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2024 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year (May)</b>	<b>Principal Amount</b>
-----------------------	-----------------------------

\*

\*Maturity

Upon any redemption of 2024 Bonds (other than 2024 Bonds redeemed in accordance with scheduled Amortization Installments) and upon any cancellation of 2024 Bonds upon surrender to the Trustee (including any surrender pursuant to the Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2024 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2024 Bonds.

**Extraordinary Mandatory Redemption**

The 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date (defined in the Indenture as each February 1, May 1, August 1 and November 1), in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) from 2024 Prepayment Principal (as defined in the Indenture) and Connection Fees (as defined in the Indenture) deposited into the 2024 Prepayment Subaccount of the 2024 Redemption Account; or

(b) on or after the Completion Date of the 2024 Project, by application of moneys remaining in the 2024 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the 2024 Project, all of which shall be

transferred to the 2024 Redemption Account of the Debt Service Fund and credited toward extinguishment of the 2024 Assessments and applied toward the redemption of the 2024 Bonds, in accordance with the manner it has credited such excess moneys toward extinguishment of 2024 Assessments, which the District shall describe to the Trustee in writing; or

(c) from amounts transferred to the 2024 Prepayment Subaccount of the 2024 Redemption Account resulting from a reduction in the 2024 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the 2024 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2024 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2024 Bonds shall be called for redemption, the particular 2024 Bonds or portions of 2024 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

### **Notice of Redemption and of Purchase**

Notice of each redemption of 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such 2024 Bonds or such portions thereof on such date, interest on such 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

### **Book-Entry Only System**

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

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2024 Bonds. The 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2024 Bond certificate will be issued for each maturity of the 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues

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

Purchases of 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2024 Bonds, except in the event that use of the book-entry system for the 2024 Bonds is discontinued.

To facilitate subsequent transfers, all 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2024 Bond documents. For example, Beneficial Owners of 2024 Bonds may wish to ascertain that the nominee holding the 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2024 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such 2024 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2024 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2024 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, 2024 Bond certificates will be printed and delivered to DTC.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS**

### **General**

NEITHER THE 2024 BONDS, NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE 2024 BONDS, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE 2024 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2024 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2024 TRUST ESTATE, CONSISTING OF THE 2024 PLEDGED REVENUES AND THE 2024 PLEDGED FUNDS AND ACCOUNTS, ALL AS PROVIDED IN THE 2024 BONDS AND THE INDENTURE.

The 2024 Bonds will be secured by a pledge of the 2024 Pledged Revenues and the 2024 Pledged Funds and Accounts (the "2024 Trust Estate"). "2024 Pledged Revenues" shall mean all revenues received by the District from the 2024 Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2024 Assessments or from the issuance and sale of tax certificates with respect to such 2024 Assessments; provided, however, that 2024 Pledged Revenues shall not include (A) any moneys transferred to the 2024 Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso).

"2024 Assessments" shall mean the Assessments on the tax parcels identified on the tax roll attached to the Supplemental Indenture and corresponding to the 2024 Bonds. "Assessments" shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act as amended from time to time, together with the interest specified in the resolution adopted by the District, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the District, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments (as defined in the Indenture) and which are pledged to the 2024 Bonds pursuant to the Supplemental Indenture. Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The 2024 Assessments will constitute liens against the land as to which the 2024 Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The 2024 Assessments are levied, in an amount corresponding to the debt service on the 2024 Bonds, on the basis of benefit received as a result of the District's Improvement Plan (as defined herein), including the 2024 Project. The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the 2024 Assessments to the assessable lands within the 2024 Project Area is included as APPENDIX D attached hereto. See also "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS HEREIN" for more information.

### **Covenant to Levy the 2024 Assessments**

The District has covenanted to levy the 2024 Assessments at the times and in the amount sufficient to pay principal of and interest on the 2024 Bonds. If any 2024 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such 2024 Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such 2024 Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new 2024 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such 2024 Assessment from legally available moneys, which moneys shall be deposited into the 2024 Revenue Account. In case such second 2024 Assessment shall be annulled, the District shall obtain and make other 2024 Assessments until a valid 2024 Assessment shall be made.

### **Prepayment of 2024 Assessments**

Pursuant to the Assessment Proceedings, an owner of property subject to the 2024 Assessments may prepay the entire remaining balance of such 2024 Assessments at any time, or a portion thereof, if there is also paid, in addition to the prepaid principal balance of such 2024 Assessments, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding Quarterly



Redemption Date for the 2024 Bonds, or, if prepaid during the forty-five (45) day period preceding such Quarterly Redemption Date, to the interest payment date following such next succeeding interest payment date. Prepayment of 2024 Assessments does not entitle the property owner to any discounts for early payment. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

Pursuant to the Act, an owner of property subject to the levy of 2024 Assessments may pay the entire balance of the 2024 Assessments remaining due, without interest, within thirty (30) days after the 2024 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting such 2024 Project pursuant to Chapter 170.09, Florida Statutes. The Landowner, as the sole owner of the property within the 2024 Project Area, will covenant to waive this right on behalf of itself and its successors and assigns in connection with the issuance of the 2024 Bonds.

The 2024 Bonds are subject to extraordinary redemption as indicated under "DESCRIPTION OF THE 2024 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional or required prepayments of 2024 Assessments by property owners.

### **Additional Obligations**

In the Indenture, the District will covenant as follows:

Other than Bonds issued to refund a portion of Outstanding 2024 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not issue or incur any debt payable in whole or in part from the 2024 Trust Estate other than the 2024 Bonds.

So long as there are any 2024 Bonds Outstanding, the District shall not issue any Bonds or other debt obligations (the "Additional Bonds"), other than the 2024 Bonds, secured by Assessments on any of the land subject to the 2024 Assessments without the written consent of the Majority Owners of the 2024 Bonds until the 2024 Assessments have been Substantially Absorbed. "Substantially Absorbed," with respect to the 2024 Assessments, shall mean the date on which a principal amount of the 2024 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the 2024 Bonds are levied on tax parcels with respect to which a certificate of occupancy has been issued for a structure thereon. The restriction set forth in this paragraph shall not apply to any Bonds or other debt obligations secured by Assessments on properties other than the 2024 Project Area. Further, notwithstanding such restriction, the District may issue Bonds secured by Assessments on the 2024 Project Area for the health, safety, welfare or repairs for the 2024 Project Area.

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

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the 2024 Assessments without the consent of the Owners of the 2024 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the 2024 Assessments, on the same lands upon which the 2024 Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Assessments and Fees" and "BONDOWNERS' RISKS" herein for more information.

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

In the Master Indenture, the District covenanted that, except as otherwise permitted in the Indenture, it will not sell, lease or otherwise dispose of or encumber the 2024 Project or any part thereof.

See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto for more information.

### **Acquisition and Construction Account**

The Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "2024 Acquisition and Construction Account." Net proceeds of the 2024 Bonds shall be deposited into the 2024 Acquisition and Construction Account in the amounts set forth in the Supplemental Indenture. Amounts deposited to the 2024 Acquisition and Construction Account shall be applied to Costs of the 2024 Project as further described in the Engineer's Report (as defined herein) and in accordance with the Indenture. See "CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT" herein for more information.

The District shall not declare that the Date of Completion of the 2024 Project has occurred until after the Reserve Account Release Conditions (as defined herein) have been satisfied, and all moneys transferred from the 2024 Reserve Account to the 2024 Acquisition and Construction Account have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the 2024 Project. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred. See "–Reserve Account" herein for more information regarding the Reserve Account Release Conditions.

### **Reserve Account**

The Supplemental Indenture establishes a separate account within the Reserve Fund for the 2024 Bonds designated as the "2024 Reserve Account." The 2024 Reserve Account will, at the time of delivery of the 2024 Bonds, be funded from a portion of the net proceeds of the 2024 Bonds in the amount of the 2024 Reserve Account Requirement. The "2024 Reserve Account Requirement" shall mean (i) initially, an amount equal to the maximum annual Debt Service Requirement for the 2024 Bonds, (ii) upon satisfaction of the Reserve Account Release Conditions #1, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the 2024 Bonds, and (iii) upon the satisfaction of Reserve Account Release Condition #2, an amount equal to ten percent (10%) of the maximum annual Debt Service Requirement for the 2024 Bonds. Such maximum annual Debt Service Requirement shall be re-determined by the Trustee upon any optional prepayment by the owner of a lot or parcel of land of a 2024 Assessment against such lot or parcel as provided in Supplemental Indenture. The 2024 Reserve Account Requirement is initially \$ \_\_\_\_\_.

"Reserve Account Release Condition #1" with respect to the 2024 Bonds shall mean, collectively, (i) all of the Outstanding principal portion of the 2024 Assessments has been assigned to lots that have been developed, platted and conveyed to homebuilders, and (ii) there shall be no Events of Default under the Indenture with respect to the 2024 Bonds, each as certified by the District Manager to the Trustee in writing, and the Trustee may rely conclusively upon such certifications and shall have no duty to verify the same.

"Reserve Account Release Condition #2" with respect to the 2024 Bonds shall mean, collectively, (i) all of the Outstanding principal portion of the 2024 Assessments has been assigned to lots with residential units constructed thereon that have received certificates of occupancy, and (ii) there shall be no Events of Default under the Indenture with respect to the 2024 Bonds, each as certified by the District Manager. The Trustee may rely conclusively upon such certifications and shall have no duty to verify the same.

"Reserve Account Release Conditions" shall mean Reserve Account Release Condition #1 and Reserve Account Release Condition #2.

Except as otherwise provided in the Indenture, amounts on deposit in the 2024 Reserve Account shall be used only for the purpose of making payments into the 2024 Interest Account, the 2024 Principal Account and the 2024 Sinking Fund Account to pay Debt Service on the 2024 Bonds, when due, without privilege or priority of one 2024 Bond over another, to the extent the moneys on deposit in such Accounts and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and 2024 Investment Obligations. The 2024 Reserve Account is held solely for the benefit of, and as security for, the 2024 Bonds and amounts therein shall not be available or be used for the purpose of making any payments with respect to any other Bonds.

On each December 15, March 15, June 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2024 Reserve Account and transfer any excess therein above the 2024 Reserve Account Requirement (other than as a result of optional prepayment of a 2024 Assessment which shall be applied as provided in the succeeding paragraph or as a result of investment earnings which shall be deposited into the 2024 Revenue Account as required by the Indenture) to the 2024 Prepayment Subaccount of the 2024 Redemption Account for the extraordinary mandatory redemption of 2024 Bonds in accordance with the Supplemental Indenture.

On each December 15, March 15, June 15 and September 15 (or, if such date is not a Business Day, on the Business Day preceding such day), in the event that the amount of proceeds of the 2024 Bonds on deposit in the 2024 Reserve Account exceeds the 2024 Reserve Account Requirement due to a decrease in the amount of 2024 Bonds that will be outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a 2024 Assessment against such lot or parcel, such excess shall be transferred to the 2024 Prepayment Subaccount of the 2024 Redemption Account (and the District shall include such excess as a credit against the 2024 Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2024 Bonds.

On the date of prepayment of a 2024 Assessment by cancellation of 2024 Bonds pursuant to the Indenture, in the event that the amount on deposit in the 2024 Reserve Account exceeds the 2024 Reserve Account Requirement due to a decrease in the amount of 2024 Bonds that will be outstanding as a result of such prepayment by such 2024 Assessment, such excess shall be transferred to the 2024 Prepayment Account of the 2024 Redemption Account (and the District shall include such excess as a credit against the 2024 Prepayment Principal otherwise required to be made by the owner of such lot or parcel) to be used for the extraordinary mandatory redemption of 2024 Bonds.

Anything in the Indenture to the contrary notwithstanding, on the earliest date on which there is on deposit in the 2024 Reserve Account sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2024 Bonds, together with accrued interest and redemption premium, if any, on such 2024 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2024 Reserve Account into the 2024 Prepayment Subaccount in the 2024 Redemption Account to pay and redeem all of the Outstanding 2024 Bonds on the earliest date permitted for redemption in the Indenture.

Any excess in the 2024 Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the respective subaccounts of the 2024 Acquisition and Construction Account in proportion to the initial deposits of 2024 Bond proceeds to such subaccounts. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The Trustee shall have no obligation to inquire if Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

## **Application of the Pledged Revenues**

The Indenture establishes a "2024 Revenue Account" within the Revenue Fund for the 2024 Bonds. Pursuant to the Indenture, the District shall deposit into 2024 Revenue Account the amounts required to be deposited therein in accordance with the provisions of the Indenture. The 2024 Revenue Account shall be held by the Trustee for the sole benefit of the 2024 Bonds, separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

The District shall deposit all revenues received by the District from the 2024 Assessments with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such 2024 Assessments which are in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

- (i) 2024 Prepayment Principal, which shall be deposited into the 2024 Prepayment Subaccount in the Redemption Account; and
- (ii) all other revenues from the 2024 Assessment, which shall be deposited into the 2024 Revenue Account.

Moneys other than 2024 Assessments received by the Trustee in respect of the 2024 Assessments or 2024 Bonds shall, at the written direction of the District, be deposited into the 2024 Optional Redemption Subaccount of the 2024 Redemption Account and used to pay the principal of and premium, if any, on 2024 Bonds called or to be called for optional redemption at the written direction of the District in accordance with the provisions for optional redemption of 2024 Bonds as set forth in the form of 2024 Bonds attached to the Supplemental Indenture.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such date is not a Business Day, on the Business Day next preceding such date), the Trustee shall determine the amount on deposit in the 2024 Prepayment Subaccount of the 2024 Redemption Account, and, if the balance therein is greater than zero, shall transfer (but only after transferring sufficient amounts as directed in writing by the District to make the transfers required by the Supplemental Indenture and confirming that such transfer will not result in a deficiency in any of the transfers required by the sections labeled FIRST through FOURTH below) from the 2024 Revenue Account for deposit into the 2024 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the 2024 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2024 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the 2024 Bonds set forth in the Indenture. The Indenture authorizes and directs the Trustee to withdraw from the corresponding Interest Account, the amount of interest accrued or to accrue on 2024 Bonds to be redeemed to the Quarterly Redemption Date therefor.

On each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), commencing November 1, 2024, the Trustee shall then transfer amounts on deposit in the 2024 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the 2024 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all 2024 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2024 Interest Account not previously credited (including amounts transferred from the 2024 Capitalized Interest Account pursuant to the Master Indenture);

SECOND, to the 2024 Principal Account, the amount, if any, equal to the difference between the principal all 2024 Bonds due on such May 1 or November 1, and the amount already on deposit in the 2024 Principal Account not previously credited;

THIRD, to the 2024 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all 2024 Bonds subject to mandatory sinking fund redemption on such May 1 or November 1, and the amount already on deposit in the 2024 Sinking Fund Account not previously credited; and

FOURTH, to the 2024 Reserve Account, the maximum amount which will not cause the balance therein to exceed the 2024 Reserve Account Requirement.

In addition, at any time the 2024 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the 2024 Revenue Account to the 2024 Interest Account the amount necessary to pay interest on the 2024 Bonds subject to redemption on such date.

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

On any date required by the Tax Certificate (as defined in the Indenture), the District shall give the Trustee written direction, and the Trustee shall transfer from the 2024 Revenue Account to the Rebate Account established for the 2024 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Certificate.

After making the transfers described above, the Trustee shall retain any excess in the 2024 Revenue Account or, at the written direction of the District, shall transfer to the District the balance on deposit in the 2024 Revenue Account on November 2 of any year to be used for any lawful District purpose; provided, however, that on the date of such proposed transfer the amount on deposit in the 2024 Reserve Account shall be equal to the 2024 Reserve Account Requirement, and, provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Indenture relating to any of the 2024 Bonds, including the payment of Trustee's fees and expenses then due.

Anything in the Indenture to the contrary notwithstanding, amounts in all of the Funds and Accounts held as security for the 2024 Bonds shall be invested only in 2024 Investment Obligations, and all earnings thereon shall be deposited, as realized, to the 2024 Revenue Account and applied for the purposes of such Account.

### **Investments**

Amounts in all of the Funds and Accounts held as security for the 2024 Bonds shall be invested only in 2024 Investment Obligations, and all earnings thereon shall be deposited, as realized, to the 2024 Revenue Account, and applied for the purposes of such Account. The Trustee shall not be liable or responsible for any loss resulting from any investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings in investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

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

The Supplemental Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least [eight percent (8%)] of the 2024 Assessments, pledged to the 2024 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

The District will acknowledge and agree that, although the 2024 Bonds were issued by the District, the Owners of the 2024 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer, the District will agree in the Indenture that:

(i) the District shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the 2024 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the 2024 Assessments relating to the Outstanding 2024 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Outstanding 2024 Bonds to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(ii) the District shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2024 Assessments relating to the Outstanding 2024 Bonds or any rights of the Trustee under the Indenture, that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Outstanding 2024 Bonds to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the 2024 Assessments relating to the Outstanding 2024 Bonds would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the 2024 Assessments relating the Outstanding 2024 Bonds, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the 2024 Assessments relating to the Outstanding 2024 Bonds or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the 2024 Assessments relating to the Outstanding 2024 Bonds, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions set forth in the immediately preceding paragraphs, nothing in the Indenture shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the 2024 Assessments relating to the Outstanding 2024 Bonds whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (iv) above. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" for more information.

#### **Events of Default and Remedies**

Each of the following shall be an "Event of Default" under the Indenture, with respect to the 2024 Bonds:

- (a) Any payment of Debt Service on the 2024 Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (c) The District admits in writing its inability to pay debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the 2024 Project;
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;
- (e) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute so the United States of America or any state thereof;
- (f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions in the 2024 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the 2024 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall be given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the 2024 Bonds then Outstanding and affected by such default;

(h) [Any portion of the Assessments pledged to the 2024 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the 2024 Reserve Account to pay the Debt Service Requirements on the 2024 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2024 Reserve Account to pay the Debt Service Requirements on the 2024 Bonds) (the foregoing being referred to as a "Reserve Account Event") unless within sixty (60) days from the Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the 2024 Reserve Account or (ii) the portion of the delinquent Assessments giving rise to the Reserve Account Event are paid and are no longer delinquent Assessments]; or

(i) More than fifteen percent (15%) of the operation and maintenance assessments that are directly billed by the District and levied by the District on tax parcels subject to the 2024 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due. The District shall give written notice to the Trustee of the occurrence of the events set forth in this paragraph not more than ten (10) days after the end of the sixty day period referred to in the preceding sentence. The Trustee shall not be deemed to have knowledge of the occurrence of such Event of Default absent notice thereof from the District.

Upon the occurrence and continuance of an Event of Default with respect to the 2024 Bonds, the Trustee shall, upon written direction of the Owners of not less than a majority in aggregate principal amount of the 2024 Bonds then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all 2024 Bonds then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything in such 2024 Bonds or in the Indenture to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur as a result of an Event of Default specified in clause (a) above in the case of 2024 Bonds secured by 2024 Assessments, except to the extent that the 2024 Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however that if at any time after the aggregate principal amount of the 2024 Bonds then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, moneys shall have accumulated in the 2024 Revenue Account sufficient to pay the principal of all matured 2024 Bonds and all arrears of interest, if any, upon all 2024 Bonds then Outstanding (except the aggregate principal amount of any 2024 Bonds then Outstanding that is only due because of a declaration under this paragraph, and except for the interest accrued on 2024 Bonds since the last Interest Payment Date), and all amounts then payable by the District under the Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the 2024 Bonds then Outstanding that is due only because of a declaration under this paragraph) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Owners of not less than a majority in aggregate principal amount of the 2024 Bonds then Outstanding not then due except by virtue of a declaration under this section, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.



The Owners of not less than a majority in aggregate principal amount of the 2024 Bonds Outstanding shall, subject to the requirements of the Master Indenture, have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee under the Master Indenture, subject to certain limitations set forth therein.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the 2024 Bonds is the collection of 2024 Assessments imposed on certain lands in the District specially benefited by the 2024 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto.

The imposition, levy, and collection of 2024 Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the St. Johns County Tax Collector ("Tax Collector") or the St. Johns County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, 2024 Assessments during any year. Such delays in the collection of 2024 Assessments, or complete inability to collect any of the 2024 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the 2024 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the 2024 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the 2024 Bonds.

For the 2024 Assessments to be valid, the 2024 Assessments must meet two requirements: (1) the benefit to the lands subject to the 2024 Assessments must exceed or equal the amount of such 2024 Assessments, and (2) the 2024 Assessments must be fairly and reasonably allocated across all such benefitted properties. It is anticipated that the Methodology Consultant will provide a certificate certifying that these requirements have been met with respect to the 2024 Assessments. In the event that the 2024 Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the 2024 Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act, and the Assessment Proceedings, the District may collect the 2024 Assessments through a variety of methods. See "BONDOWNERS' RISKS." Initially, and for undeveloped properties owned by the Landowner and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the 2024 Assessments, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto. As lands are developed, the 2024 Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

### **Direct Billing & Foreclosure Procedure**

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the 2024 Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the 2024 Assessments, the

whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay 2024 Assessments and the ability to foreclose the lien of such 2024 Assessments upon the failure to pay such 2024 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the 2024 Assessments. See "BONDHOLDER'S RISKS" herein.

### **Uniform Method Procedure**

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the 2024 Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the 2024 Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the 2024 Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the 2024 Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the 2024 Assessments. In other words, any partial prepayment by a landowner must be distributed in equal proportion to all taxing districts and levying authorities.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the 2024 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the 2024 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the 2024 Bonds.

Under the Uniform Method, if the 2024 Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the 2024 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the 2024 Assessments, (2) that future landowners and taxpayers in the District will pay such 2024 Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the 2024 Assessments and all other liens that are coequal therewith.

Collection of delinquent 2024 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the 2024 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent Taxes and Assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and a fee. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the 2024 Assessments), interest, costs and charges on the real property described in the certificate.

Unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees, any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued, and at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven (7) years after the date of issuance if a tax deed has not been applied for and no other administrative or legal proceeding, including a bankruptcy, has existed of record. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed

two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens, certain easements, and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates, accrued taxes, and liens of any nature against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of 2024 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the 2024 Assessments, which are the primary source of payment of the 2024 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDHOLDERS' RISKS" herein.

### **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other headings of this Limited Offering Memorandum. Certain additional risks are associated with the 2024 Bonds offered hereby and are set forth below. Prospective investors in the 2024 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks

of an investment in the 2024 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This heading does not purport to summarize all risks that may be associated with purchasing or owning the 2024 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the 2024 Bonds.

### **Concentration of Land Ownership**

As of the date hereof, the Landowner owns all of the assessable lands within the 2024 Project Area, which are the lands that will be subject to the 2024 Assessments securing the 2024 Bonds. Payment of the 2024 Assessments is primarily dependent upon their timely payment by the Landowner and the other future landowners in the 2024 Project Area. Non-payment of the 2024 Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the 2024 Bonds. See "THE LANDOWNER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS" herein.

### **Bankruptcy and Related Risks**

In the event of the institution of bankruptcy or similar proceedings with respect to the Landowner or any other owner of benefited property, delays could occur in the payment of debt service on the 2024 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Landowner and any other landowner to pay the 2024 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the 2024 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the 2024 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the 2024 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the 2024 Bonds, including, without limitation, enforcement of the obligation to pay 2024 Assessments and the ability of the District to foreclose the lien of the 2024 Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2024 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the 2024 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an "Insolvent Taxpayer" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS – Indenture Provisions Relating to Bankruptcy of Taxpayer" herein. The District cannot express any view whether such delegation would be enforceable.

## **2024 Assessments Are Non-Recourse**

The principal security for the payment of the principal and interest on the 2024 Bonds is the timely collection of the 2024 Assessments. The 2024 Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Landowner or subsequent landowners will be able to pay the 2024 Assessments or that they will pay such 2024 Assessments even though financially able to do so. Neither the Landowner nor any other subsequent landowners have any personal obligation to pay the 2024 Assessments. Neither the Landowner nor any subsequent landowners are guarantors of payment of any 2024 Assessments, and the recourse for the failure of the Landowner or any subsequent landowner to pay the 2024 Assessments is limited to the collection proceedings against the land subject to such unpaid 2024 Assessments, as described herein. Therefore the likelihood of collection of the 2024 Assessments may ultimately depend on the market value of the land subject to the 2024 Assessments. While the ability of the Landowner or subsequent landowners to pay the 2024 Assessments is a relevant factor, the willingness of the Landowner or subsequent landowners to pay the 2024 Assessments, which may also be affected by the value of the land subject to the 2024 Assessments, is also an important factor in the collection of 2024 Assessments. The failure of the Landowner or subsequent landowners to pay the 2024 Assessments could render the District unable to collect delinquent 2024 Assessments and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the 2024 Bonds.

## **Regulatory and Environmental Risks**

The development of the District Lands is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the District, the success of the Development, the development of the 2024 Project Area and the likelihood of timely payment of principal and interest on the 2024 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the 2024 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Such information is being provided solely for informational purposes, and nothing herein or in such assessments grants any legal rights or remedies in favor of the 2024 Bondholders in the event any recognized environmental conditions are later found to be present on District Lands, including the 2024 Project Area. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the 2024 Project Area. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the 2024 Project Area.

The value of the lands subject to the 2024 Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the 2024 Bonds. The 2024 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

### **Economic Conditions and Changes in Development Plans**

The successful development of the 2024 Project Area and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowner. Moreover, the Landowner has the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

### **Other Taxes and Assessments**

The willingness and/or ability of an owner of benefited land to pay the 2024 Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the 2024 Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the 2024 Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the 2024 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such 2024 Assessment, even though the landowner is not contesting the amount of the 2024 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

### **Limited Secondary Market for 2024 Bonds**

The 2024 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the 2024 Bonds in the event an Owner thereof determines to solicit purchasers for the 2024 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the 2024 Bonds may be sold. Such price may be lower than that paid by the current

Owners of the 2024 Bonds, depending on the progress of development of the Development and the lands within the 2024 Project Area, as applicable, existing real estate and financial market conditions and other factors.

### **Inadequacy of Reserve Account**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the 2024 Assessments, may not adversely affect the timely payment of debt service on the 2024 Bonds because of the moneys on deposit in the 2024 Reserve Account. The ability of the 2024 Reserve Account to fund deficiencies caused by delinquencies in the payment of the 2024 Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the 2024 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the 2024 Reserve Account to make up deficiencies. If the District has difficulty in collecting the 2024 Assessments, the moneys on deposit in the 2024 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the 2024 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the 2024 Reserve Account and such other Funds, Accounts and subaccounts created under the Master Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the 2024 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the 2024 Assessments in order to provide for the replenishment of the 2024 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS – Reserve Account" herein for more information about the 2024 Reserve Account.

### **Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of 2024 Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the 2024 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code (as defined herein), there are limitations on the amounts of proceeds from the 2024 Bonds that can be used for such purpose.

### **IRS Examination and Audit Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's



conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations required that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. [Currently, four of the members of the Board of the District were elected by qualified electors and one member was appointed.] The Landowner will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act. Such certification by the Landowner does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the 2024 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the 2024 Bonds are advised that, if the IRS does audit the 2024 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the 2024 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the 2024 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the 2024 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the 2024 Bonds would adversely affect the availability of any secondary market for the 2024 Bonds. Should interest on the 2024 Bonds become includable in gross income for federal income tax purposes, not only will Owners of 2024 Bonds be required to pay income taxes on the interest received on such 2024 Bonds and related penalties, but because the interest rate on such 2024 Bonds will not be adequate to compensate Owners of the 2024 Bonds for the income taxes due on such interest, the value of the 2024 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE 2024 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE 2024 BONDS. PROSPECTIVE PURCHASERS OF THE 2024 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE 2024 BONDS IN THE EVENT THAT THE INTEREST ON THE 2024 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

### **Loss of Exemption from Securities Registration**

The 2024 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions. It is possible that federal or state regulatory authorities could in the future determine that the District is not a political subdivision for purposes of federal and state securities laws, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of 2024 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the 2024 Bonds would need to ensure that subsequent transfers of the 2024 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

### **Federal Tax Reform**

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the 2024 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the 2024 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the 2024 Bonds. Prospective purchasers of the 2024 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

## **State Tax Reform**

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renewed requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the 2024 Bonds. It should be noted that Section 190.016(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

## **Insufficient Resources or Other Factors Causing Failure to Complete Development**

The cost to finish the 2024 Project will exceed the net proceeds from the 2024 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the 2024 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the 2024 Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS – Additional Obligations" for more information.

Although the Landowner will agree to fund or cause to be funded the completion of the 2024 Project regardless of the insufficiency of proceeds from the 2024 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Landowner will have sufficient resources to do so. Such obligation of the Landowner is an unsecured obligation, and the Landowner is a special-purpose entity whose assets consist primarily of its interest in the Development. See "THE LANDOWNER" herein for more information.

There are no assurances that the 2024 Project and any other remaining development work associated with the 2024 Project Area will be completed. Further, there is a possibility that, even if the 2024 Project Area is developed, the homebuilders may not close on all or any of the lots therein, and such failure to close could negatively impact the construction and sale of homes in the 2024 Project Area. The builder contracts may also be terminated by the homebuilders upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – [Letters of Intent] / [Builder Contracts]" herein for more information about the homebuilders and the builder contracts.

## **Pandemics and Other Public Health Emergencies**

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Landowner, the timely and successful completion of the Development, the purchase of lots therein by homebuilders and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays,

or increased costs. See also "Economic Conditions and Changes in Development Plans" and "Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

### **Cybersecurity**

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the 2024 Bonds.

### **Prepayment and Redemption Risk**

In addition to being subject to optional and mandatory sinking fund redemptions, the 2024 Bonds are subject to extraordinary mandatory redemption, including, without limitation, as a result of prepayments of the 2024 Assessments by the Landowner or subsequent owners of the property within the 2024 Project Area. Any such redemptions of the 2024 Bonds would be at the principal amount of such 2024 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the 2024 Bonds may not realize their anticipated rate of return on the 2024 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the 2024 Bonds. See "DESCRIPTION OF THE 2024 BONDS – Redemption Provisions," "– Purchase of 2024 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2024 BONDS – Prepayment of 2024 Assessments" herein for more information.

### **Payment of 2024 Assessments after Bank Foreclosure**

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the 2024 Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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**ESTIMATED SOURCES AND USES OF FUNDS**

<u>Source of Funds</u>	<u>2024 Bonds</u>
Par Amount (Original Issue Discount)	\$ _____ _____
Total Sources	\$ _____
<u>Use of Funds</u>	
Deposit to the 2024 Acquisition and Construction Account	\$ _____
Deposit to 2024 Capitalized Interest Account <sup>(1)</sup>	_____
Deposit to 2024 Reserve Account	_____
Costs of Issuance, including Underwriter's Discount <sup>(2)</sup>	_____
Total Uses	\$ _____

- 
- (1) Capitalized interest through \_\_\_\_\_ 1, 20\_\_.
- (2) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the 2024 Bonds.

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**DEBT SERVICE REQUIREMENTS**

The following table sets forth the scheduled debt service on the 2024 Bonds:

<u>Year Ending</u> <u>November 1</u>	<u>Interest*</u>	<u>Principal</u>	<u>Total</u> <u>Debt Service</u>
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Total

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\* Includes capitalized interest through \_\_\_\_\_ 1, 20\_\_.

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## **THE DISTRICT**

### **General Information**

The District was established by Rule 42GGG-1, Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission (the "Commission") effective March 7, 2007, under the provisions of the Act, as amended. The District is located within unincorporated St. Johns County and its boundaries include approximately 1,358.93 gross acres of land (the "District Lands"). The District Lands are being developed as part of a master-planned residential community known as "TrailMark." See "THE DEVELOPMENT" herein for more information.

### **Legal Powers and Authority**

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter. The District is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the 2024 Bonds.

### **Board of Supervisors**

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Rule establishing the District. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District

entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and then until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

The landowners in the District initially elect two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, elections will take place every two years on a date in November established by the Board. At the second election two years later, the landowners will fill the three Supervisor positions whose terms are expiring with two Supervisors elected for four-year terms and one Supervisor for a two-year term. Upon the later of six years after (i) the initial appointment of Supervisors or (ii) the first election after the District attains at least 250 qualified electors, the positions of two Supervisors whose terms are expiring will be filled by qualified electors of the District for four-year terms and the position of one Supervisor will be elected by the landowners to a four-year term. Thereafter, as described in more detail below, all Supervisors will be elected by qualified electors to four-year terms. A qualified elector is a registered voter in the County where the District is located who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, the two Supervisors elected by the qualified electors must be qualified electors, each elected to four-year terms, and the seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is not required to be a qualified elector and is elected by the landowners for a four-year term. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

<b>Name</b>	<b>Title</b>	<b>Term Expires</b>
[Gregg Kern*	Chairman	November 2024
Wendy Hartley	Vice Chair	November 2024
Barbara Bland	Assistant Secretary	November 2026
Michelle Sutton	Assistant Secretary	November 2026
Darren Glynn	Assistant Secretary	November 2024]

\* Employee of an affiliate of the Landowner.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.



## **The District Manager and Other Consultants**

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Governmental Management Services, LLC, St. Augustine, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Akerman LLP, Jacksonville, Florida, as Bond Counsel; England-Thims & Miller, Inc., Jacksonville, Florida, as District Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and prepare the Assessment Methodology and to serve as Dissemination Agent for the 2024 Bonds.

## **Outstanding Bond Indebtedness; Prior and Existing Bond Defaults**

The District previously issued its \$47,820,000 Six Mile Creek Community Development District Capital Improvement Revenue Bonds, Series 2007 (the "Original 2007 Bonds") to fund the 2007 Project determined to be necessary to partially support the Development. Beginning in May 2009, the Original Landowner (as defined herein), which was then owner of all of the District Lands, failed to pay the 2007 Assessments securing the Original 2007 Bonds and did not pay any assessments thereafter. As a result thereof, the District defaulted under its obligation to pay principal and interest on the Original 2007 Bonds and remains in default.

In July 2013, the Landowner succeeded the Original Landowner as the master developer and sole landowner within the District (other than certain lands owned by the District). On November 20, 2014, at the request of the Landowner and with the consent of 100% of the beneficial owners of the Original 2007 Bonds, the District took the necessary actions under the Act to bifurcate the outstanding Original 2007 Bonds, then outstanding in the aggregate principal amount of \$45,840,000, into the 2014A Bonds in the aggregate principal amount of \$3,140,000 and the 2007 Bonds in the aggregate principal amount of \$42,700,000. As part of the bifurcation, the District created two (2) separate and distinct assessment areas within the District to coincide with the Landowner's current plan of development for the Development. The 2014A Bonds were secured by the 2014A Assessments levied against the lands in Assessment Area 1 of the District, and the 2007 Bonds were secured by the 2007 Assessments levied against the remaining lands in the District.

In April 2015, the District issued its Capital Improvement Revenue Refunding Bonds, Series 2015 (the "2015 Bonds") to currently refund the 2014A Bonds. The 2015 Bonds are secured by the 2015 Assessments levied against the lands in Assessment Area 1. As of June 4, 2024, the 2015 Bonds are outstanding in the amount of \$2,085,000.

In April 2016, the District issued its (i) \$7,315,000 Capital Improvement Revenue Bonds, Series 2016A (the "2016A Bonds"), secured by the 2016A Assessments which have been allocated to 305 platted lots within Assessment Area 2 – Phase 1, and its (ii) \$6,720,000 Capital Improvement Revenue Bonds, Series 2016B (the "2016B Bonds" and, together with the 2016A Bonds, the "2016 Bonds"), secured by the 2016B Assessments initially levied against all of the lands in Assessment Area 2. In connection with the

issuance of the 2016 Bonds, the holders of the 2007 Bonds tendered as a prepayment a portion of the 2007 Bonds in the amount of \$24,520,000, corresponding to the 2007 Assessments previously levied against the lands in Assessment Area 2. As of June 4, 2024, the 2016A Bonds are outstanding in the amount of \$5,580,000. The 2016B Bonds have been redeemed in full, as described below.

In December 2017, the District issued its (i) \$10,620,000 Capital Improvement Revenue Bonds, Series 2017A (Assessment Area 2 – Phase 2) (the "2017A Bonds"), and its (ii) \$3,980,000 Capital Improvement Revenue Bonds, Series 2017B (Assessment Area 2 – Phase 2) (the "2017B Bonds" and, together with the 2017A Bonds, the "2017 Bonds"), secured by the 2017A Assessments and the 2017B Assessments, respectively, levied against the lands within Assessment Area 2 – Phase 2. In connection with the issuance of the 2017 Bonds, the District redeemed a portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 2. As of June 4, 2024, the 2017A Bonds are outstanding in the amount of \$9,545,000. The 2017B Bonds have been redeemed in full.

In June 2020, the District issued its \$7,020,000 Capital Improvement Revenue and Refunding Bonds, Series 2020 (Assessment Area 2 – Phase 3A) (the "2020 Phase 3A Bonds"), which are secured by the Phase 3A Assessments, levied against the lands within Assessment Area 2 – Phase 3A. In connection with the issuance of the 2020 Phase 3A Bonds, the District redeemed a portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 3A. As of June 4, 2024, the 2020 Phase 3A Bonds are outstanding in the amount of \$6,545,000.

In February 2021, the District issued its \$10,150,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3, Phase 1) (the "2021 Phase 1 Bonds"), which are secured by the Phase 1 Assessments levied against the lands within Assessment Area 3 – Phase 1. As of June 4, 2024, the 2021 Phase 1 Bonds are outstanding in the amount of \$9,520,000.

In November 2021, the District issued its (i) \$8,240,000 Capital Improvement and Refunding Revenue Bonds, Series 2021 (Assessment Area 2 – Phase 3B) (the "2021 Phase 3B Bonds"), and its (ii) \$2,640,000 Capital Improvement Revenue Bonds, Series 2021 (Assessment Area 3 – Phase 2) (the "2021 Phase 2 Bonds"), which are secured by the Phase 3B Assessments and the Phase 2 Assessments, respectively, levied against the lands within Assessment Area 2 – Phase 3B and Assessment Area 3 – Phase 2, respectively. In connection with the issuance of the 2021 Phase 3B Bonds, the District redeemed a portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 3B. As of June 4, 2024, the 2021 Phase 3B Bonds and the 2021 Phase 2 Bonds are outstanding in the amount of \$7,915,000 and \$2,535,000, respectively.

In June 2023, the District issued its \$10,515,000 Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) (the "2023 Bonds"), which are secured by the 2023 Assessments levied against the lands within Assessment Area 2 – Phase 3C and Assessment Area 3 – Phase 3. In connection with the issuance of the 2023 Phase 3C Bonds, the District redeemed a final portion of the 2016B Bonds secured by the 2016B Assessments levied on Assessment Area 2 – Phase 3C, after which the 2016B Bonds were no longer outstanding. As of June 4, 2024, the 2023 Bonds are outstanding in the amount of \$10,515,000.

The 2007 Bonds are outstanding in the principal amount of \$650,000, as of June 4, 2024; however the lien securing the 2007 Bonds was released in early 2020. The 2007 Bonds remain in default.

The lands subject to the Assessments that secure the 2015 Bonds, the 2016A Bonds, the 2017A Bonds, the 2020 Phase 3A Bonds, the 2021 Phase 1 Bonds, the 2021 Phase 3B Bonds, the 2021 Phase 2 Bonds and the 2023 Bonds (collectively, the "Prior Bonds") will be separate and distinct from the lands within the 2024 Project Area, which will be subject only to the 2024 Assessments securing the 2024 Bonds. See "THE DEVELOPMENT – Assessment Areas" for more information regarding the Assessment Areas.

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## THE CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT

### Overview

In 2007, the District adopted that certain Six Mile Creek CDD Improvement Plan dated December 1, 2006 (the "Original Improvement Plan"), and that certain Supplemental Engineer's Report for the Series 2007 Capital Improvement dated May 25, 2007 (the "2007 Engineer's Report"), which described the portion of the Original Improvement Plan to be funded with the first issuance of District's capital improvement bonds (the "Original 2007 Project"). The Original Improvement Plan included the construction or acquisition of (i) certain water utility infrastructure, (ii) transportation improvements including a new loop road within the District ("Loop Road"), (iii) landscaping, entry features and a guard house, and (iv) other neighborhood road improvements, street lighting, stormwater management systems, sanitary sewer systems (including lift stations and force mains), and a water distribution system to serve the District Lands. The District issued its Original 2007 Bonds in the aggregate original principal amount of \$47,820,000 to fund the Original 2007 Project. The District spent the majority of the Original 2007 Bonds proceeds on the Original 2007 Project.

Development of the District Lands is being phased, and the District has created separate Assessment Areas to coincide with the Landowner's plan of development and to impose separate special assessment liens on such lands. The District issued its remaining Prior Bonds to finance additional portions of the public infrastructure improvements associated with prior phases of the Development. See "THE DISTRICT – Outstanding Bond Indebtedness; Prior and Existing Bond Defaults" and "THE DEVELOPMENT – Update on Prior Phases" herein for more information.

### The 2024 Project

The final phase of development corresponds to Assessment Area 3 – Phase 4, which consists of approximately [67.52] acres and is planned to contain 197 residential units (the "2024 Project Area"). The Supplemental Engineer's Report for Series 2024 AA3-4 Capital Improvements, dated May 24, 2024 (the "2024 Engineer's Report"), describes the scope and estimated costs of the portion of the Capital Improvement Plan associated with the development of the 2024 Project Area (the "2024 Project"). The total cost of the 2024 Project is estimated at \$10,358,000, as more particularly described below:

<b>2024 Project</b>	
<b>Improvement Description</b>	<b>Estimated Cost</b>
<b>Master Infrastructure</b>	
Traffic Signal	\$ 1,000,000
Common Area Landscape/Hardscape	485,000
<b>Neighborhood Infrastructure</b>	
Sanitary Sewer, Lift Stations and Force Mains	3,069,000
Stormwater Management	2,559,000
Neighborhood Roadways	1,492,000
Street Lighting	200,000
Water Distribution System	1,103,000
Common Area Landscape/Hardscape	450,000
<b>2024 Project Area Total:</b>	<b>\$ 10,358,000</b>

Land development associated with the 2024 Project Area, which is a "production" section within the Development, commenced in [April 2024] and is expected to be completed by [\_\_\_\_ 202\_]. The site has been cleared, and mass grading is [underway]. As of [\_\_\_\_], 2024, the Landowner has spent

approximately \$[\_\_\_\_\_] toward land development associated with the 2024 Project Area, a portion of which includes the 2024 Project. See "THE DEVELOPMENT – Development Plan and Status" herein for more information.

Net proceeds from the 2024 Bonds in the approximate amount of \$4.31 million\* will be available to the District to finance the acquisition and/or construction of the 2024 Project. See "THE DEVELOPMENT – Development Finance Plan" herein for more information. The Landowner will enter into a completion agreement at the closing on the 2024 Bonds whereby the Landowner will agree to complete the 2024 Project. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" and "THE DEVELOPMENT – Landowner Agreements" herein.

The District Engineer has indicated that all permits necessary to construct the 2024 Project have either been obtained or are expected to be obtained in the ordinary course. For more information regarding the 2024 Project, see "APPENDIX C: 2024 ENGINEER'S REPORT" hereto. In addition to the 2024 Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" herein for a more detailed description of the entitlement and permitting status of the Development, including the 2024 Project.

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\* Preliminary, subject to change.

## ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

### General

The [Supplemental Special Assessment Methodology Report for the Series 2024 Capital Improvement Revenue Bonds Assessment Area 3 – Phase 4 dated \_\_\_\_\_] (the "Assessment Methodology"), which supplements the Supplemental Special Assessment Methodology Report dated September 21, 2022, allocates the 2024 Assessments. The Assessment Methodology has been prepared by Governmental Management Services, LLC, St. Augustine, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the 2024 Bonds are determined, the Assessment Methodology will be amended to reflect such final terms. Once levied and imposed, and subject to further allocation in accordance with the Assessment Methodology, the 2024 Assessments are first liens on the respective District Lands against which they are assessed until paid or barred by operation of law, co-equal with one another and with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

### The 2024 Assessments

The District will initially impose the 2024 Assessments across all of the land within the 2024 Project Area, which consists of approximately 67.52 gross acres. As the land within the 2024 Project Area is platted, the 2024 Assessments will be allocated to platted and developed lots on a "first-platted first-assessed basis" to all 197 lots planned for the 2024 Project Area, in accordance with the Assessment Methodology.

The table below sets forth the estimated 2024 Assessments that, upon platting and absorption, are expected to be levied and allocated to platted units in the 2024 Project Area to pay debt service on the 2024 Bonds, and the estimated par per unit for the 2024 Bonds. [TO BE UPDATED]

<b>Product Type</b>	<b># of Units Planned</b>	<b>2023 Bond Par Per Unit*</b>	<b>Annual 2024 Assessments Per Unit*</b>
SF 43'	93	\$23,679	\$1,720
SF 53'	89	\$29,185	\$2,120
SF 63'	15	\$34,692	\$2,520
<b>Total</b>	<b>197</b>		

\* Preliminary, subject to change. Annual 2024 Assessment levels assume collection via the Uniform Method and will include a gross up to reflect estimated County collection costs and statutory early payment discounts.

### Other Taxes and Assessments

In addition to the above, the District currently levies assessments to cover its operation and maintenance costs in amounts ranging from approximately \$957 to \$1,489 per single-family unit annually, but such amounts are subject to change. Each homeowner within the District is required to pay annual ad valorem and non-ad valorem taxes, special district assessments including those of the District, and homeowners' association assessments. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for more information.

The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The County's millage rate for 2023 is [\_\_\_\_]. These taxes would be payable in addition to the Series 2024 Assessments and any other assessments

levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of St. Johns County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes and/or assessments levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS' RISKS – Other Taxes and Assessments" herein.

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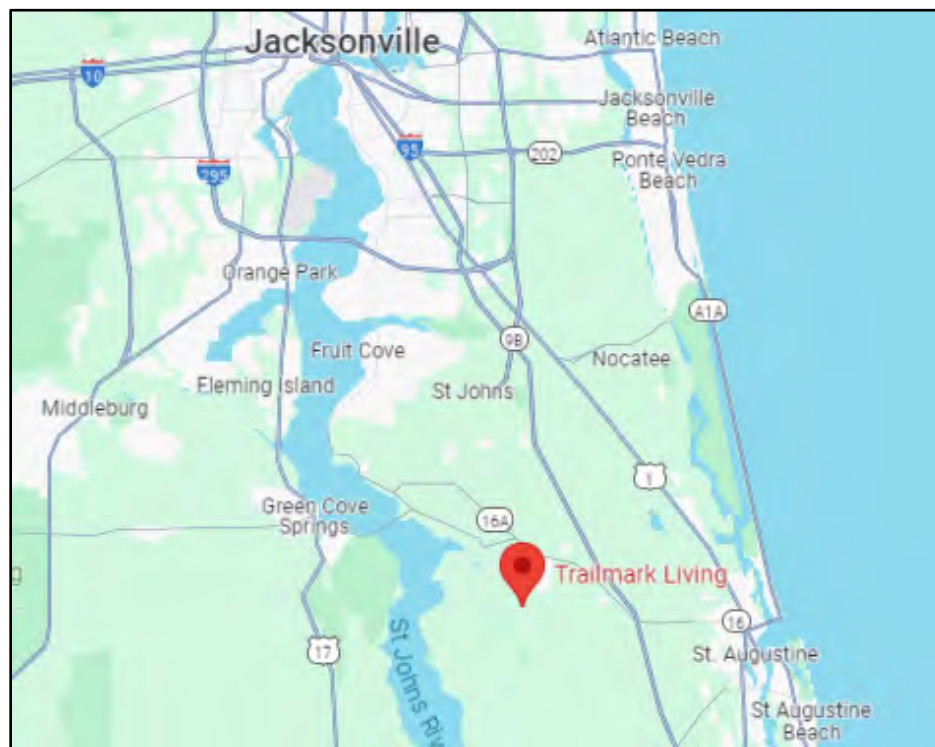
*The information appearing below under the captions "THE DEVELOPMENT" and "THE LANDOWNER" has been furnished by the Landowner for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Landowner make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Landowner as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Landowner is not guaranteeing payment of the 2024 Bonds or the 2024 Assessments.*

## **THE DEVELOPMENT**

### **General**

The TrailMark development ("Development") is a master-planned residential community, currently anticipated to include approximately 2,271 residential units, together with associated recreational amenities and parks. The majority of the Development, consisting of approximately 1,288.95 acres, is within the District boundaries. The Development is located approximately five miles west of Interstate 95 on International Golf Parkway/Pacetti Road (also known as County Road 13A).

The Development is located in an area that provides easy access to schools, amenities and employment centers. Elementary and middle schools that have received grades of A from the State are located within approximately three miles of the Development. See " – Education" below. A commercial center, also located approximately three miles from the Development, includes a large grocery store, a free-standing pharmacy, restaurants and other related services. Historic St. Augustine, located approximately 14 miles from the Development, offers cultural and entertainment options. In addition, the beaches of Ponte Vedra Beach and St. Augustine can be reached within a 30-minute drive. Several major employment centers are also located within a 30-minute drive from the Development. Set forth below is a map which depicts the location of the Development.





The Development includes an onsite amenity center, trail system, and canoe and kayak launch. Six Mile Creek, accessible from the Development by canoe or kayak, leads to the St. Johns River, with a local, iconic restaurant on the riverbank along the way.

The Development is part of the Saint Johns Development of Regional Impact ("DRI"), which also encompasses World Golf Village. World Golf Village, located in the northwest quadrant of Interstate 95 and International Golf Parkway, has as its centerpiece the World Golf Hall of Fame, together with 36 holes of golf, 1,200 hotel rooms, and five million square feet of office and commercial development. Among the improvements are a 300-room Renaissance Resort Hotel and the 80,000-square foot St. Johns County Convention Center. Also within the DRI is the King and the Bear golf community, providing additional golfing opportunities.

Within the Development, as of [\_\_\_\_\_] 2024, approximately [\_\_\_\_\_] lots have been developed, [\_\_\_\_\_] lots have been delivered to builders, and approximately [\_\_\_\_\_] homes have been [sold to or] closed with homebuyers at an average sales price of approximately \$[\_\_\_\_],000 over the last 12 months. Active builders in the Development currently include Dream Finders, Mastercraft, Drees Homes, Richmond American and Lennar, and homebuilders in prior phases have included D.R. Horton, David Weekley, Landon and Providence Homes. See " – Update on Prior Phases" herein. The Development achieved annual sales of 122 homes in 2022, [\_\_\_\_\_] homes in 2023, and [\_\_\_\_\_] homes in 2024 through [\_\_\_\_\_] 2024.

The 2024 Bonds will be secured by the 2024 Assessments, which will initially be levied against 67.52 acres of land within the District planned for 197 residential units ("the 2024 Project Area"). As lots are platted, the 2024 Assessments will be assigned to the 197 lots planned for the 2024 Project Area on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein. The 2024 Bonds are being issued to finance a portion of the 2024 Project, which consists of the portions of the District's Capital Improvement Plan associated with the development of the 2024 Project Area. See "THE CAPITAL IMPROVEMENT PLAN AND THE 2024 PROJECT" herein.

Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), is the developer and landowner of the lands within the 2024 Project Area. See "THE LANDOWNER" herein for more information. [The Landowner has received interest from multiple builders and is in the process of reviewing letters of intent from \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. The letters of intent reflect average lot sale prices ranging from \$\_\_\_\_,000 to \$\_\_\_\_,000 per lot, plus additional consideration due upon closing with homebuyers. The Landowner expects to enter into one or more builder contracts for the 2024 Project Area within the next 30 to 60 days.] See " – Letters of Intent" herein for more information.

Set forth below is an aerial photograph showing the Development as of May 2024, as well as photographs of the existing amenity area and a sketch of the amenity expansion plans.

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## Land Acquisition

The land constituting the Development was acquired in 2005 by a prior developer, which was not affiliated with the Landowner. Land development began in 2007 with the issuance of the Original 2007 Bonds. In prior developer subsequently failed to pay the assessments securing the Original 2007 Bonds, resulting in a default in the payment of the Original 2007 Bonds. See "THE DISTRICT – Outstanding Bond Indebtedness; Prior and Existing Bond Defaults" for more information.

In July 2013, the Landowner acquired all of the lands within the Development, and the Original 2007 Bonds were purchased by affiliates of the Landowner in multiple transactions at various prices beginning in 2012 and ending in 2014. Through a combination of land and bond purchases, the Landowner's total investment in acquiring the Development is approximately \$27,000,000. None of the Landowner's lands in the 2024 Project Area are subject to a mortgage[, other than certain mortgages in favor of homebuilders securing the release of builder deposits].

## Update on Prior Phases

Three Assessment Areas have been created to facilitate development and financing of the District Lands:

- Assessment Area 1 contains approximately 153 acres and consists of 152 fully developed and platted lots. Assessments levied on the lands in Assessment Area 1 secure the 2015 Bonds, which were outstanding in the principal amount of \$2,085,000 as of June 4, 2024.
- Assessment Area 2 contains approximately 545 acres and is being developed in phases:

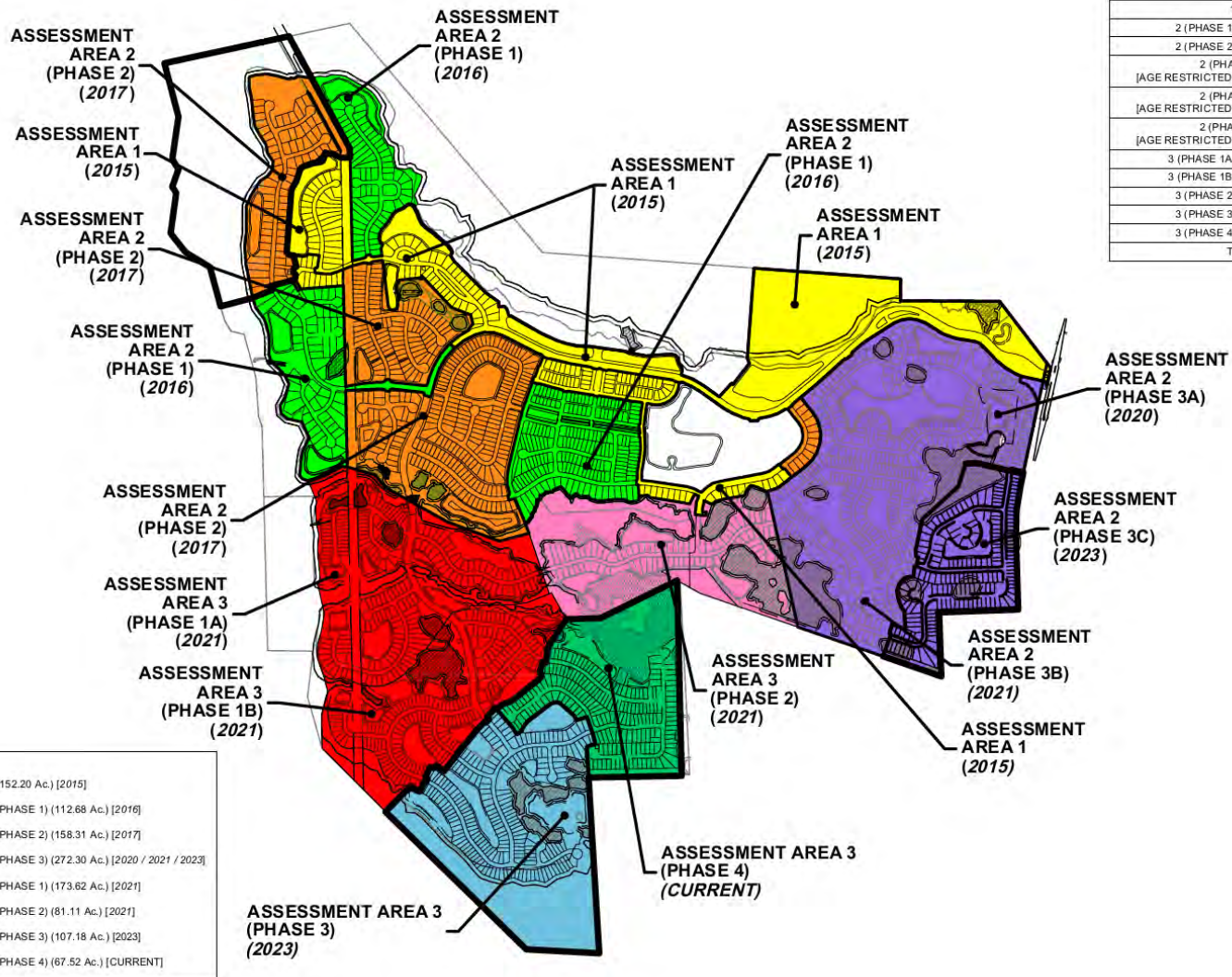
- Phase 1 consists of 305 fully developed and platted lots. Assessments levied on the lands in Phase 1 of Assessment Area 2 secure the 2016A Bonds, which were outstanding in the principal amount of \$5,580,000 as of June 4, 2024.
  - Phase 2 contains 398 fully developed and platted lots. Assessments levied on the lands in Phase 2 of Assessment Area 2 secure the 2017A Bonds, which were outstanding in the principal amount of \$9,545,000 as of June 4, 2024.
  - Phase 3A contains 181 active-adult lots, all of which have been developed and platted. Assessments levied on the lands in Phase 3A secure the 2020 Phase 3A Bonds, which were outstanding in the principal amount of \$6,545,000 as of June 4, 2024.
  - Phases 3B contains 215 active-adult lots, all of which have been developed and platted. Assessments levied on the lands in Phase 3B secure the 2021 Phase 3B Bonds, which were outstanding in the principal amount of \$7,715,000 as of June 4, 2024.
  - Phase 3C of Assessment Area 2 consists of 51.28 acres and is planned for approximately 182 active-adult lots. Assessments levied on the lands in Phase 3C secure a portion of the 2023 Bonds, which were outstanding in the principal amount of \$10,515,000 as of June 4, 2024.\*
- Assessment Area 3 contains approximately 550 acres and is also being developed in phases.
    - Phase 1 of Assessment Area 3 is planned for 367 single-family lots. The assessments levied on Phase 1 secure the 2021 Phase 1 Bonds, which were outstanding in the principal amount of \$9,520,000 as of June 4, 2024.
    - Phase 2 of Assessment Area 3 is planned for 71 lots, all of which have been developed and platted. Assessments levied on the lands in Phase 2 secure the 2021 Phase 2 Bonds, which were outstanding in the principal amount of \$2,535,000 as of June 4, 2024.
    - Phase 3 of Assessment Area 3 consists of 107.18 acres, which are planned for 203 single-family lots. Assessments levied on Phase 3 secure a portion of the 2023 Bonds, which were outstanding in the principal amount of \$10,515,000 as of June 4, 2024.\*
    - Phase 4 of Assessment Area 3 consists of 67.52 acres, which are planned for 197 single-family lots. Phase 4 is referred to herein as the 2024 Project Area, and the land therein will be subject to the Series 2024 Assessments securing the 2024 Bonds. The 2024 Bonds will finance a portion of the infrastructure within the 2024 Project Area.

Set forth below is a map depicting the Assessment Areas created within the District Lands and the respective Phases therein, and a chart providing more detailed information regarding the development status of each Phase.

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\* Assessments securing the 2023 Bonds are levied on lands within both Phase 3C of Assessment Area 2 and Phase 3 of Assessment Area 3.



LEGEND	
[Yellow Box]	ASSESSMENT AREA 1 (152.20 Ac.) [2015]
[Green Box]	ASSESSMENT AREA 2 (PHASE 1) (112.68 Ac.) [2016]
[Orange Box]	ASSESSMENT AREA 2 (PHASE 2) (158.31 Ac.) [2017]
[Purple Box]	ASSESSMENT AREA 2 (PHASE 3) (272.30 Ac.) [2020 / 2021 / 2023]
[Red Box]	ASSESSMENT AREA 3 (PHASE 1) (173.62 Ac.) [2021]
[Pink Box]	ASSESSMENT AREA 3 (PHASE 2) (81.11 Ac.) [2021]
[Light Blue Box]	ASSESSMENT AREA 3 (PHASE 3) (107.18 Ac.) [2023]
[Dark Green Box]	ASSESSMENT AREA 3 (PHASE 4) (67.52 Ac.) [CURRENT]

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) [2024]	93	89	15	-	-	197
TOTALS	864	759	472	48	132	2,275

The chart below summarizes the Assessments levied on and the status of development within Assessment Area 1, Assessment Area 2, and Assessment Area 3, as of [\_\_\_\_\_] 2024, assuming issuance of the 2024 Bonds. More detailed information on each Assessment Area, including builders, is set forth in the paragraphs below.

	Assessment Area 1	Assessment Area 2, Phase 1	Assessment Area 2, Phase 2	Assessment Area 2, Phase 3A	Assessment Area 2, Phase 3B	Assessment Area 2, Phase 3C	Assessment Area 3, Phase 1	Assessment Area 3, Phase 2	Assessment Area 3, Phase 3	Assessment Area 3, Phase 4	Total
Assessments	2015 Assessments	2016A Assessments	2017A Assessments	2020 Phase 3A Assessments	2021 Phase 3B Assessments	2023 Assessments	2021 Phase 1 Assessments	2021 Phase 2 Assessments	2023 Assessments	2024 Assessments	
Lots Planned	152	305	398	181	215	182	367	71	203	197	2,271
Lots Developed	152	305	398	181	215	—	367	71	—	0	—
Lots Contracted with Builders	152	305	398	181	215	182	367	71	—	0	—
Lots Closed with Builders	152	305	[398]	181	215	—	—	—	—	0	—
Homes Contracted with Homebuyers (not closed)	0	0	[0]	0	—	—	—	—	—	0	—
Homes Closed with Homebuyers	152	305	398	181	—	—	—	—	—	0	—
Builders	D.R. Horton, Landon, Dream Finders	D.R. Horton, Landon, Weekley, Providence Construction, Mastercraft Drees	Lennar, Dream Finders, D.R. Horton, Richmond, Mastercraft Drees	Dream Finders	Dream Finders	Dream Finders	Dream Finders, Richmond, Lennar	Mastercraft, Richmond	—, —	TBD	

## Development Finance Plan

The total land development costs associated with the 2024 Project Area, as further described in the Engineer's Report, is estimated to be \$10,358,000. As of [\_\_\_\_], 2024, the Landowner has incurred approximately \$[\_\_\_\_] toward the development costs of the 2024 Project Area. Net proceeds from the 2024 Bonds will be available to the District in the approximate amount of \$4.31 million\* to finance a portion of the acquisition and/or construction of the 2024 Project. Costs of the 2024 Project not funded with proceeds of the 2024 Bonds will be funded by Landowner equity and net proceeds from lot sales in the Development. The Landowner will enter into a completion agreement at the closing on the 2024 Bonds whereby the Landowner will agree to complete the 2024 Project. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" and "THE DEVELOPMENT – Landowner Agreements" herein.

## Development Plan and Status

The 2024 Project Area is planned for 197 production-oriented single-family residential units. Land development associated with the 2024 Project Area commenced in April 2024. The site has been cleared, and mass grading is underway, with development completion expected by the [\_\_\_\_] quarter of 202[\_\_\_\_], at which point lots will be delivered to homebuilder(s), who will commence marketing and vertical construction of homes. Home closings are expected to commence by the [\_\_\_\_] quarter of 202[\_\_\_\_].

The Landowner anticipates that approximately [\_\_\_\_] homes will close with homebuyers per annum within the 2024 Project Area. This anticipated absorption rate is based upon estimates and assumptions made by the Landowner that are inherently uncertain, though considered reasonable by the Landowner, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Landowner. As a result, there can be no assurance such absorption rates will occur or be realized in the timeframes anticipated. See "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" herein.

## Letters of Intent

The Landowner has received interest from multiple builders. The County is experiencing a lack of lot supply, and the Development is substantially matured. The Landowner is in the process of reviewing letters of intent from [\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_], which reflect average lot sale prices ranging from [\$\_\_\_\_,000 to \$\_\_\_\_,000] per lot, plus additional consideration due upon closing with homebuyers. The Landowner expects to enter into one or more builder contracts for the 2024 Project Area within [30 to 60] days.

## Residential Product Offerings

The following table reflects the Landowner's current expectations for the neighborhood to be constructed in the 2024 Project Area, along with the estimated number of bedrooms and bathrooms, estimated square footage, and estimated home prices, all of which are subject to change:

<b>Product Type</b>	<b>Estimated Square Footage</b>	<b>Estimated Home Prices</b>
Single-Family 43' Lots	1,600 – 2,500	[\$380,000 – \$500,000]
Single-Family 53' Lots	2,000 – 2,600	[\$425,000 – \$550,000]
Single-Family 63' Lots	2,300 – 3,250	[\$525,000 – \$645,000]

\* Preliminary, subject to change.



## **Amenities**

An amenity center has been constructed in the District, which consists of fitness and information centers, a lakeside pavilion, swimming pool, multi-purpose courts, playground and play field, along with approximately 6,000 square feet of air conditioned space, and an additional approximately 3,750 square feet of outdoor under-roof building area (collectively, the "Original Amenity Center"). Construction of the Original Amenity Center has been completed at a cost of approximately \$4.34 million.

The amenity offerings within the Development are [currently being expanded] to include an additional pool, restroom facilities, recreational field, trails. Construction of the amenity expansion is [complete] at an approximate total cost of [\$1.8 million].

In addition to the Original Amenity Center, Assessment Area 2 contains an extensive amenity package designed to attract active-adult users (the "Active-Adult Amenity"). The Active-Adult Amenity includes a social pool, lap lane pool, indoor fitness center, indoor and outdoor social gathering spaces, recreation facilities consisting of pickle ball and bocce ball courts, and associated parking, hardscape and landscape. Construction of the Active-Adult Amenity has been completed, at a total cost of approximately \$8.5 million. [The Active-Adult Amenity will not be available to residents with the 2024 Project Area.]

## **Development Approvals**

The Development is a portion of the approximately 6,300-acre St. Johns Development of Regional Impact ("DRI"), the development order for which was originally approved by the Board of County Commissioners of the County in 1991. The development order was previously amended and restated in 2011 by Resolution No. 2011-335, and was most recently amended in 2021 by Resolution No. 2021-82. The Development is zoned in the County as part of a Planned Unit Development ("PUD") encompassing approximately 4,329 acres. By private agreement with the master developer of the DRI and the PUD, and subsequent assignment to the Landowner, the Development has been allocated the right to develop 1,678 single-family and 600 multi-family residential units, or their equivalent, which provides for the development of the District Lands, as described herein.

The District Engineer will represent at the closing of the 2024 Bonds that all permits that are necessary to complete the development of the 2024 Project Area have been received or are expected to be received in the ordinary course of development. See "APPENDIX C: 2024 ENGINEER'S REPORT" hereto for a complete list of permits received and pending and see also "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein.

## **Utilities**

Potable water and sewer services will be provided by the County. The water and sewer infrastructure necessary for development of the District Lands will be constructed by the District but owned and maintained by the County. [The District has entered into a water and sewer connection fee agreement with the County that provides a mechanism for reimbursement to the District of certain costs it incurs for the installation of the utility facilities. See "APPENDIX C: 2024 ENGINEER'S REPORT" for additional information.]

Electric service is being provided to the Development by Florida Power and Light. The Landowner has entered into a bulk telecommunication marketing agreement with AT&T. TECO People's Gas provides natural gas service to the Development.

**Environmental**

A Phase I Environmental Site Assessment was prepared on all of the lands within the District by Environmental Services, Inc. on February 26, 2015, which assessment revealed no recognized environmental conditions. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

**Taxes, Fees and Assessments**

The District will initially impose the 2024 Assessments across all of the land within the 2024 Project Area, which consists of approximately 67.52 gross acres. As the land within the 2024 Project Area is platted, the 2024 Assessments will be allocated to platted and developed lots on a "first-platted first-assessed basis" to all 197 lots planned for the 2024 Project Area, in accordance with the Assessment Methodology. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

The table below sets forth the estimated 2024 Assessments that, upon platting and absorption, are expected to be levied and allocated to platted units in the 2024 Project Area to pay debt service on the 2024 Bonds, and the estimated par per unit for the 2024 Bonds. [TO BE UPDATED]

<b>Product Type</b>	<b># of Units Planned</b>	<b>2023 Bond Par Per Unit*</b>	<b>Annual 2024 Assessments Per Unit*</b>
SF 43'	93	\$23,679	\$1,720
SF 53'	89	\$29,185	\$2,120
SF 63'	15	\$34,692	\$2,520
<b>Total</b>	<b>197</b>		

\* Preliminary, subject to change. Annual 2024 Assessment levels assume collection via the Uniform Method and will include a gross up to reflect estimated County collection costs and statutory early payment discounts.

In addition to the above, the District currently levies assessments to cover its operation and maintenance costs in amounts ranging from approximately [\$957 to \$1,489] per single-family unit annually, but such amounts are subject to change. Each homeowner within the District is required to pay annual ad valorem and non-ad valorem taxes, special district assessments including those of the District, and homeowners association assessments. Annual homeowners' association fees are currently [\$100] per lot, but such amounts are subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The County's millage rate for 2023 was [\_\_\_\_\_]. These taxes would be payable in addition to the Series 2024 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of St. Johns County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes and/or assessments levied by these other entities could be substantially higher than in the current year.

**Education**

The public schools for children residing in the Development are expected to be Mill Creek Academy, Pacetti Bay Middle School and Allen D Nease Senior High School, which are located approximately 4 miles, 3 miles and 15 miles from the Development, respectively, and which were each

rated A by the Florida Department of Education in 2023. The St. Johns County School Board may change school boundaries from time to time and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development

### **Competition**

The Development is expected to compete with projects in the County market generally. The Landowner believes the following projects will be the most direct competition for the Development: RiverTown, Silverleaf and Bannon Lakes. In addition, there are other large-scale, highly-amenitized, master-planned communities located along U.S. Highway 1 over 10 miles from the Development to the east (such as Nocatee, Palencia and Las Calinas), which benefit from their relative proximity to the beaches. This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Landowner feels pose primary competition to the Development.

### **Landowner Agreements**

The Landowner will enter into a completion agreement that will obligate the Landowner to complete any portions of the 2024 Project not funded with proceeds of the 2024 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

In addition, the Landowner will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the Landowner will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Landowner, development rights relating the 2024 Project and the development of the 2024 Project Area. That said, the Landowner has previously granted similar rights ("Prior Collateral Assignments") in connection with the issuance of the District's Prior Bonds, and such rights under such Prior Collateral Assignments may be superior to and take priority over the rights granted under the Collateral Assignment. In addition, any mortgagees or builders may have certain development rights and other rights assigned to it under the terms of their mortgage or builder contracts relating to the Development, which may be superior to such rights that might otherwise be assigned to the District under the terms of the Collateral Assignment Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Series 2024 Assessments as a result of the Landowner's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the 2024 Project or the development of the 2024 Project Area.

Finally, the Landowner will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted or re-platted lands in the 2024 Project Area increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

Such obligations of the Landowner are unsecured obligations, and the Landowner is a special-purpose entity whose assets consist primarily of its interests in the Development. See "THE LANDOWNER" herein for more information regarding the landowner.

### **THE LANDOWNER**

The land in the 2024 Project Area is owned by Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"). The Landowner was formed in 2013 for purposes of acquiring

the Development. The Landowner's members are GreenPointe Ventures, LLC, a Delaware limited liability company ("GreenPointe"), and a series of mutual funds which are part of the Marathon Asset Management family of funds ("Marathon"). The Landowner's manager is GreenPointe Communities, LLC, a Florida limited liability company ("GreenPointe Communities"), an affiliate of GreenPointe.

GreenPointe Communities was founded by Edward E. Burr in 2008 with a charge to create livable communities of lasting value that fit the needs of today's homebuyers. Prior to leading GreenPointe Communities, Burr founded the LandMar Group, LLC in 1987 and led the company's creation of master-planned, award-winning communities in Florida and coastal Georgia. Under his leadership, LandMar acquired, designed, entitled and developed more than 30 master-planned communities and developments. GreenPointe Communities and each of its divisions are led by veterans of land and community development, homebuilding, lifestyle and amenities management, equity and debt financing, and infrastructure development. The GreenPointe team's collective experience includes raising and investing more than \$800 million to develop 100,000 acres of land, build 80,000 home sites and construct 30,000 homes. GreenPointe and its partners own fifteen (15) Florida communities and developments totaling approximately 20,000 lots and several hundred acres of land entitled for multi-family residential, retail and office use.

Founded in 1998, Marathon is a global credit manager with approximately \$23 billion of capital under management, opportunistically investing in global credit markets.

*Neither the Landowner nor any of the other entities listed above are guaranteeing payment of the 2024 Bonds or the 2024 Assessments. None of the entities listed herein, other than the Landowner, has entered into any agreements in connection with the issuance of the 2024 Bonds.*

## **TAX MATTERS**

### **General**

The Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements which must be met subsequent to the issuance and delivery of the 2024 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the 2024 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the 2024 Bonds. The District has covenanted in the Indenture to comply with each such requirement.

In the opinion of Akerman LLP, Bond Counsel, the proposed form of which is included as APPENDIX B hereto, assuming continuing compliance with certain covenants by the District and the accuracy of certain representations of the District, under existing statutes, regulations, published rulings, and judicial decisions, interest on the 2024 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the "adjusted financial statement income" (as defined in Section 56A of the Code) of "applicable corporations" (as defined in Section 59 of the Code) for the purposes of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the 2024 Bonds are and will remain obligations the interest on which is excluded from gross income for federal

income tax purposes. Bond Counsel will not independently verify the accuracy of these certifications and representations.

Bond Counsel's opinions are based on existing law, which is subject to change. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service ("IRS") or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

The IRS has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. Bond Counsel cannot predict whether the IRS will commence an audit of the 2024 Bonds. Owners of the 2024 Bonds are advised that, if the IRS does audit the 2024 Bonds, under current IRS procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the 2024 Bonds may have limited rights to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the 2024 Bonds until the audit is concluded, regardless of the ultimate outcome.

### **Collateral Tax Consequences**

Prospective purchasers of the 2024 Bonds should be aware that ownership of, accrual or receipt of interest on or disposition of tax-exempt obligations, such as the 2024 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, recipients of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, and certain S corporations.

Bond Counsel expresses no opinion regarding any federal tax consequences other than its opinion with regard to the exclusion of interest on the 2024 Bonds from gross income pursuant to Section 103 of the Code and the treatment of interest for purposes of the federal alternative minimum tax. Prospective purchasers of the 2024 Bonds should consult their tax advisors with respect to all other tax consequences (including, but not limited to, those listed above) of holding the 2024 Bonds. Prospective purchasers of the 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

### **Other Tax Matters**

In the opinion of Bond Counsel, interest on the 2024 Bonds is exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed under Chapter 220, *Florida Statutes*, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220, *Florida Statutes*.

Interest on the 2024 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the 2024 Bonds should consult their tax advisors as to the income tax status of interest on the 2024 Bonds, in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the 2024 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar in nature to the 2024 Bonds. From time to time, legislative proposals may be introduced which could have an effect on both the federal tax consequences resulting from the

ownership of the 2024 Bonds and their market value. No assurance can be given that any such legislative proposals, if enacted, would not apply to, or would not have an adverse effect upon, the 2024 Bonds. Prospective purchasers of the 2024 Bonds should consult their tax advisors as to the impact of any pending or proposed legislation. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the 2024 Bonds may affect the tax status of interest on the 2024 Bonds.

### **Original Issue Discount**

Under the Code, the difference between the maturity amount of the 2024 Bonds maturing on \_\_\_\_\_ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and if applicable, interest rate, was sold is "original issue discount." For federal income tax purposes, original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded on each interest payment date (or over a shorter permitted compounding interval selected by the Owner). A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds subject to the same considerations discussed above and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

### **Information Reporting and Backup Withholding**

Interest paid on tax-exempt bonds such as the 2024 Bonds is subject to information reporting to the Internal Revenue Service Interest paid on tax-exempt bonds such as the 2024 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the 2024 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of 2024 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the 2024 Bonds and proceeds from the sale of 2024 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of 2024 Bonds. This withholding generally applies if the owner of 2024 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

### **AGREEMENT BY THE STATE**

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the 2024 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct,

improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

### **LEGALITY FOR INVESTMENT**

The Act provides that the bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities that may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

### **SUITABILITY FOR INVESTMENT**

In accordance with applicable provisions of Florida law, the 2024 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the 2024 Bonds. Investment in the 2024 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the Owners of the 2024 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2024 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2024 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

### **LITIGATION**

#### **The District**

There is no litigation of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the 2024 Bonds, or in any way contesting or affecting (i) the validity of the 2024 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the 2024 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

#### **The Landowner**

The Landowner has represented that there is no litigation of any nature now pending or, to the knowledge of the Landowner, threatened, which could reasonably be expected to have a material and

adverse effect upon the completion of the 2024 Project or the development of the lands in the District as described herein, materially and adversely affect the ability of the Landowner to pay the 2024 Assessments imposed against the land within the District owned by the Landowner or materially and adversely affect the ability of the Landowner to perform its various obligations described in this Limited Offering Memorandum.

### **CONTINGENT FEES**

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the 2024 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the 2024 Bonds.

### **NO RATING**

No application for a rating for the 2024 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the 2024 Bonds would have been obtained if application had been made.

### **EXPERTS**

The 2024 Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by England-Thims & Miller, Inc., Jacksonville, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Governmental Management Services, LLC, St. Augustine, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the 2024 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

### **FINANCIAL INFORMATION**

This District will covenant in the Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX F attached hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX F, commencing with the audit for the District fiscal year ended September 30, [2023]. Attached hereto as APPENDIX E are copies of the District's most recent audited financial statements for the District's fiscal years ended September 30, [2021] and September 30, [2022] and the District's unaudited monthly financial statements for the period ended [\_\_\_\_\_], 2024. Two years of audited financial statements have been included as required by Florida Administrative Rule 69W-400.003(h) due to the District's previous default on the payment of principal and interest on its Original 2007 Bonds. See "THE DISTRICT – Prior and Existing Bond Defaults" for more information regarding such defaults. The audited financial statements, including the auditor's report including therein, have been included in this Limited Offering Memorandum as publicly available documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The 2024 Bonds are not general obligation bonds of the District and are payable solely from the 2024 Trust Estate.

By the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S.,



including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

### **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). With the exception of the defaults on the 2007 Bonds described below, the District is not and has never been in default as to principal and interest on its bonds or other debt obligations.

The District is in default as to principal and interest on its Original 2007 Bonds. See "THE DISTRICT – Outstanding Indebtedness; Prior and Existing Bond Defaults" herein for more information.

### **CONTINUING DISCLOSURE**

The District and the Landowner will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in the attached APPENDIX F, for the benefit of the 2024 Bondholders (including owners of beneficial interests in such Bonds), respectively, to provide certain financial information and operating data relating to the District and 2024 Project Area by certain dates prescribed in the Disclosure Agreement (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). The specific nature of the information to be contained in the Reports is set forth in "APPENDIX F: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Landowner or any other future obligated party to comply with their obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the 2024 Bondholders (including owners of beneficial interests in such Bonds) to bring an action for specific performance.

The District has previously entered into continuing disclosure undertakings in connection with its Prior Bonds. A review of filings made pursuant to those obligations during the five years immediately preceding the issuance of the 2024 Bonds indicates that certain filings were filed late and that notice of such late filings was not timely provided. Such late filings include, but are not limited to, District audited financial statements and notices of payment delinquencies in regards to the 2007 Bonds. The District anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

The Landowner has previously entered into continuing disclosure agreements in connection with the District's Prior Bonds. A review of filings made pursuant to such prior undertakings indicates that certain filings required to be made by the Landowner were not timely filed and that notice of such late filings was not provided. The Landowner anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement. In addition, since acquiring the lands within the District, the Landowner has been providing certain information with respect to the lands it owns in the District through voluntary filings on EMMA.

The District will appoint the District Manager to serve as dissemination agent under the Disclosure Agreement for the 2024 Bonds.

## **UNDERWRITING**

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the 2024 Bonds from the District at a purchase price of \$\_\_\_\_\_ (par amount of the 2024 Bonds, less an original issue discount of \$\_\_\_\_\_ and an Underwriter's discount of \$\_\_\_\_\_). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the 2024 Bonds if any 2024 Bonds are purchased.

The Underwriter intends to offer the 2024 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The 2024 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

## **VALIDATION**

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Seventh Judicial Circuit Court of Florida in and for St. Johns County, Florida, rendered on May 16, 2007. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

## **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the 2024 Bonds are subject to the approval of Akerman LLP, Jacksonville, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida. Certain legal matters will be passed upon for the Landowner by its general counsel, Patricia Nolan, Esq., Jacksonville, Florida by its general counsel, Patricia Nolan, Esq. and its special counsel, Foley & Lardner LLP, Jacksonville, Florida.

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of such. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

## **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2024 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the 2024 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the 2024 Bonds.

[Remainder of page intentionally left blank.]

**AUTHORIZATION AND APPROVAL**

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of the District.

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

**APPENDIX A**

**COPY OF MASTER INDENTURE AND  
PROPOSED FORM OF SUPPLEMENTAL INDENTURE**

**APPENDIX B**

**PROPOSED FORM OF OPINION OF BOND COUNSEL**

**APPENDIX C**  
**2024 ENGINEER'S REPORT**

**APPENDIX D**  
**ASSESSMENT METHODOLOGY**



**APPENDIX E**  
**DISTRICT'S FINANCIAL STATEMENTS**

**APPENDIX F**

**PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT**

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [\_\_\_\_], 2024 is executed and delivered by the Six Mile Creek Community Development District (the "Issuer" or the "District"), Six Mile Creek Investment Group, LLC, a Delaware limited liability company (the "Landowner"), and Governmental Management Services, LLC, a Florida limited liability company, as Dissemination Agent (as defined herein) in connection with the Issuer's Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of July 1, 2007 (the "Master Indenture") and a Twelfth Supplemental Trust Indenture dated as of [\_\_\_\_] 1, 2024 (the "Twelfth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, the Landowner and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Landowner and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to the Assessments, being more particularly described in the Limited Offering Memorandum as the 2024 Project Area.

"Assessments" shall mean the non-ad valorem 2024 Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Governmental Management Services, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Governmental Management Services, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [\_\_\_\_], 2024, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Landowner for so long as such Landowner or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [February 1, 2025].

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure

submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

### 3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2024 which shall be due no later than March 31, 2025. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). [The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2023 on or before June 30, 2024.] The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its obligation to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event

as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

#### 4. **Content of Annual Reports.**

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than

ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## 5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Landowner on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.



(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to the Assessment Area only:

- (i) The number of lots planned.

Lot Ownership Information

- (ii) The number of lots owned by the Landowner.
- (iii) The number of lots owned by homebuilders.
- (iv) The number of lots owned by homebuyers.

Lot Status Information

- (v) The number of lots developed.
- (vi) The number of lots platted.

Home Sales Status Information

- (vii) The number of homes sold (but not closed) with homebuyers during quarter.
- (viii) The number of homes sold (and closed) with homebuyers during quarter.
- (ix) The total number of homes sold and closed with homebuyers (cumulative).

Material Changes/Transfers

(x) Material changes to any of the following: (1) builder contracts, if applicable, (2) the number of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person since the date hereof.

(xi) Any sale, assignment or transfer of ownership of lands by the Obligated Person to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing

herein shall be construed to relieve the Landowner from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the 2024 Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;\*
- (v) Substitution of credit or liquidity providers, or their failure to perform;\*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;\*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order

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\* Not applicable to the Bonds at their date of issuance.

confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi), or (xvii) that has occurred

with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services, LLC. Governmental Management Services, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure

Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Landowner and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Landowner, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the St. Johns County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in St. Johns County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the

same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Landowner or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**SIX MILE CREEK COMMUNITY  
DEVELOPMENT DISTRICT, AS ISSUER AND  
OBLIGATED PERSON**

[SEAL]

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

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**SIX MILE CREEK INVESTMENT GROUP,  
LLC, AS OBLIGATED PERSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, and its successors and assigns,  
AS DISSEMINATION AGENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENTED TO AND AGREED TO BY:**

**DISTRICT MANAGER**

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, AS DISTRICT  
MANAGER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to for purposes of  
Sections 11, 13 and 17 only:

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, AS TRUSTEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORIES OF FAILURE  
TO FILE [ANNUAL REPORT]  
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Six Mile Creek Community Development District

Name of Bond Issue: \$[\_\_\_\_\_] original aggregate principal amount of Capital Improvement Revenue Bonds, Series 2024 (2024 Project Area)

Obligated Person(s): Six Mile Creek Community Development District;  
\_\_\_\_\_.

Original Date of Issuance: [\_\_\_\_\_] , 2024

CUSIP Numbers: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [\_\_\_\_\_] , 2024, by and between the Issuer, the Landowner and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_, as Dissemination Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

cc: Issuer  
Trustee

**SCHEDULE A**

**FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)**

**1. Fund Balances**

<b>Combined Trust Estate Assets</b>	<b><u>Quarter Ended – 12/31</u></b>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
<b>Total Bonds Outstanding</b>	
<b>TOTAL</b>	

**2. Assessment Certification and Collection Information**

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<b><u>\$ Certified</u></b>
On Roll	\$ _____
Off Roll	\$ _____
TOTAL	\$ _____

2. Attach to Report the following:
- A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
  - B. Off Roll – List of folios for all off roll Assessments, together with annual Assessment assigned to each folio

**3. For the immediately ended Bond Year, provide the levy and collection information**

<b><u>Total Levy</u></b>	<b><u>\$ Levied</u></b>	<b><u>\$ Collected</u></b>
On Roll	\$ _____	\$ _____
Off Roll	\$ _____	\$ _____
TOTAL		

**4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners**

**5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year**

**6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year**

*NINTH ORDER OF BUSINESS*

*B.*

**RESOLUTION 2024-05**

**[FY 2025 BUDGET APPROVAL RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2025; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of The SIX MILE CREEK Community Development District (“**District**”) prior to June 15, 2024, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

**WHEREAS**, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.
2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE & TIME: August 14, 2024 at 2:00 pm  
LOCATION: Renaissance World Golf Village Resort  
500 South Legacy Trail  
St. Augustine, Florida 32092

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.
4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF JUNE, 2024.**

ATTEST:

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

*TENTH ORDER OF BUSINESS*

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT**



1 of 2

**Facility Information**

**RESULT: Satisfactory**

Permit Number: 55-60-2710310  
Name of Facility: Trailmark Phase II Swimming Pool  
Address: 807 Trailmark Drive  
City, Zip: Saint Augustine 32092

**Correct By: None  
Re-Inspection Date: None**

Type: Public Pool > 25000 Gallons  
Owner: McGaffney, Howard - Six Mile Creek CDD  
Person In Charge: C Buss Enterprises Phone: (904) 997-6679  
PIC Email:  
Pool Operator: C Buss Enterprises Phone: (904) 997-6679

**Inspection Information**

Purpose: Routine  
Inspection Date: 6/6/2024

Begin Time: 12:25 PM  
End Time: 12:45 PM

**Additional Information**

22. Free Chlorine .....	6	VOLUME .....	76925
23. pH .....	7.4	POOL LOAD .....	57
24. Chlor. Stabilizer .....		FLOW RATE .....	285
33. Flowmeter .....	250	NIGHT SWIM .....	No
34. Thermometer .....		FILTER TYPE .....	SP

*Items checked are not in compliance with Chapter 386 or 514, Florida Statutes, or Chapter 64E-9 or 64E-10, Florida Administrative Code. These violations must be corrected by the date indicated to avoid closure, administrative fines, or other legal actions. Florida Building Code (FBC) violations are reported to the local building official, and depending upon risk severity, the Department of Health may close the pool or rescind the operating permit.*

**Violation Markings**

POOL AREA 1. Water Clarity/Algae Control 2. Deck/Walkways 3. Tile/Pool Finish 4. Depth Markers-FBC 5. Handrail/Ladder-FBC 6. Step Markings-FBC 7. Suction Outlets-514.0315(1) 8. Gutter Grates/Skimmer-FBC 9. Lighting 10. No Dive Markings-FBC 11. Diving Board-FBC 12. Pool Cover 13. Pool Side Shower-FBC POOL SAFETY 14. Life Hook(s) w/Pole 15. Life Ring(s) w/Rope 16. Safety Line	17. Rules Posted 18. Certification SANITARY FACILITIES 19. Supplies 64E-10, FAC 20. Clean 64E-10, FAC WATER QUALITY 21. Approved Test Kit 22. Free Chlor./Brom. 23. pH 24. Chlor. Stabilizer 25. Spa Requirements-ORP EQUIPMENT ROOM 26. Wading Pool-Quick Dump 27. Water Level/Control 28. Disinfection Feeder/Generator 29. pH Feeder 30. Chem. Container Label-FBC 31. Filter / Pump	32. Vacuum Cleaner-FBC 33. Flowmeter 34. Thermometer 35. Pressure/Vacuum Gauge 36. Equip. Room 37. Cross Connection 38. Gas Chlorine Eq.-FBC 39. Waste Water - FBC 40. D.E. Separator-FBC 41. Other Equipment 42. Equip. Change-FBC 43. Approved Chemicals 44. Maintenance Log 45. Inspection Posted 46. Safety-514.0315(2) 47. Fences/Gates- FBC 48. Other 49. Other
---	--	--

*NOTE: It is unlawful to modify a public pool or its equipment without prior approval from the local building department and submitting an application to DOH.*

Inspector Signature:

Client Signature:

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
COUNTY HEALTH DEPARTMENT  
PUBLIC POOL AND BATHING PLACE  
INSPECTION REPORT



2 of 2

**General Comments**

No violations.

Email Address(es): clayton@cbussenterprises.com;  
gkern@greenpointellc.com;  
aboyer@evergreen-lm.com

DOH Web Page For Pools: <http://www.floridahealth.gov/environmental-health/swimming-pools/index.html>

**Violations Comments**

No Violation Comments Available

Inspection Conducted By: Jessica Glenn (3473)  
Inspector Contact Number: Work: (904) 506-6120 ex.  
Print Client Name:  
Date: 6/6/2024

Inspector Signature:

Handwritten signature of the inspector, appearing as a stylized 'J'.

Client Signature:

Handwritten signature of the client, appearing as a stylized 'e'.

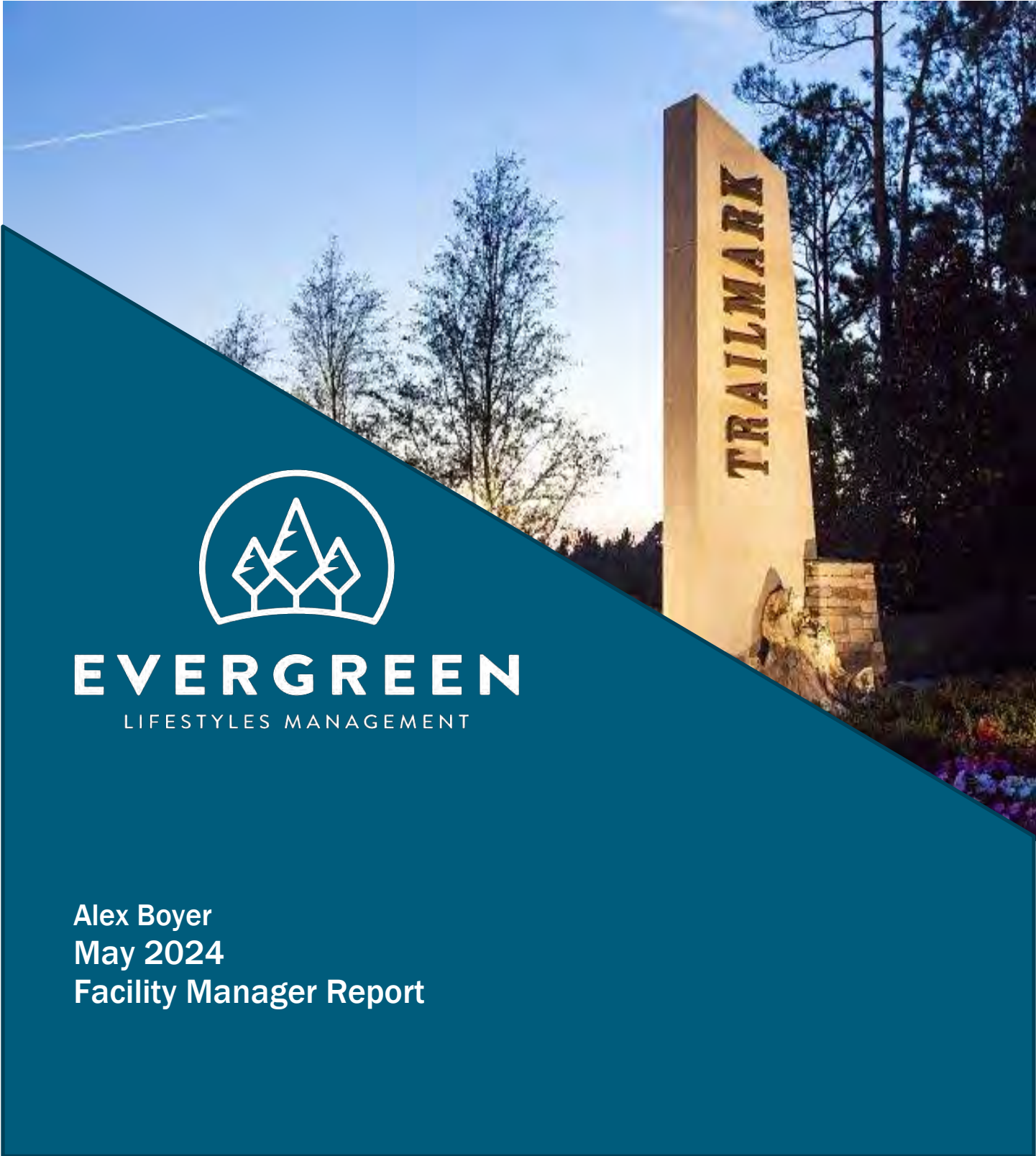


*THIRTEENTH ORDER OF BUSINESS*

*D.*

*1.*

# Six Mile Creek CDD



**EVERGREEN**  
LIFESTYLES MANAGEMENT

Alex Boyer  
May 2024  
Facility Manager Report

To: Six Mile Creek CDD  
Jim Oliver  
Wes Haber

Board of Directors  
District Manager  
District Attorney

Via E-mail  
Via E-mail  
Via E-mail

## Facility Usage

### Administrative Projects

- Staff continue to add new residents to community website, e-mail list, and access control software.
- Staff continue to provide new owners with mailbox keys and community welcome packets.

### Proposals

### Maintenance Projects Completed

- Sink faucets replaced in men's gym restroom
- Single stall fixed in men's gym restroom
- Water line fixed on Pool deck shower

### Maintenance Projects in Process

- Pool Shower water line replacement
- Wood floor replacement estimate for Welcome Center
- Zero Entry expansion sealant phase one complete/need 5 days before they come back on final application
- Touch up areas on pool mar cite

### Board Discussion Items

- N/A

# Herbicide

German Martinez <German.Martinez@brightview.com>

Tue 5/21/2024 5:58 PM

To: Alex Boyer <aboyer@evergreen-lm.com>; Steve McAvoy <Steve.McAvoy@brightview.com>

Hi Alex,

I forgot to attached this with the communication report. These areas were sprayed that last 2 weeks. Will going work on trailmark drive this week.

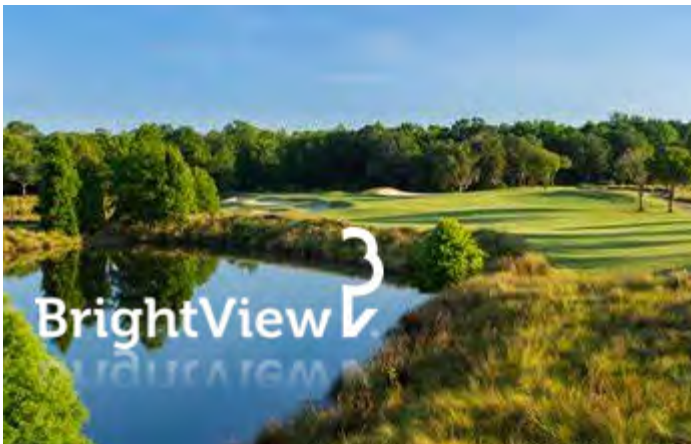






*German Martinez Jr.*  
**Senior Production Manager**  
Brightview Landscape Services  
St. Augustine Branch  
(904) 545-9055

[www.brightview.com](http://www.brightview.com)



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### Trailmark report 5-3-24.xls

German Martinez <German.Martinez@brightview.com>

Fri 5/3/2024 4:01 PM

To: Alex Boyer <aboyer@evergreen-lm.com>

Cc: Steve McAvoy <Steve.McAvoy@brightview.com>

📎 1 attachments (70 KB)

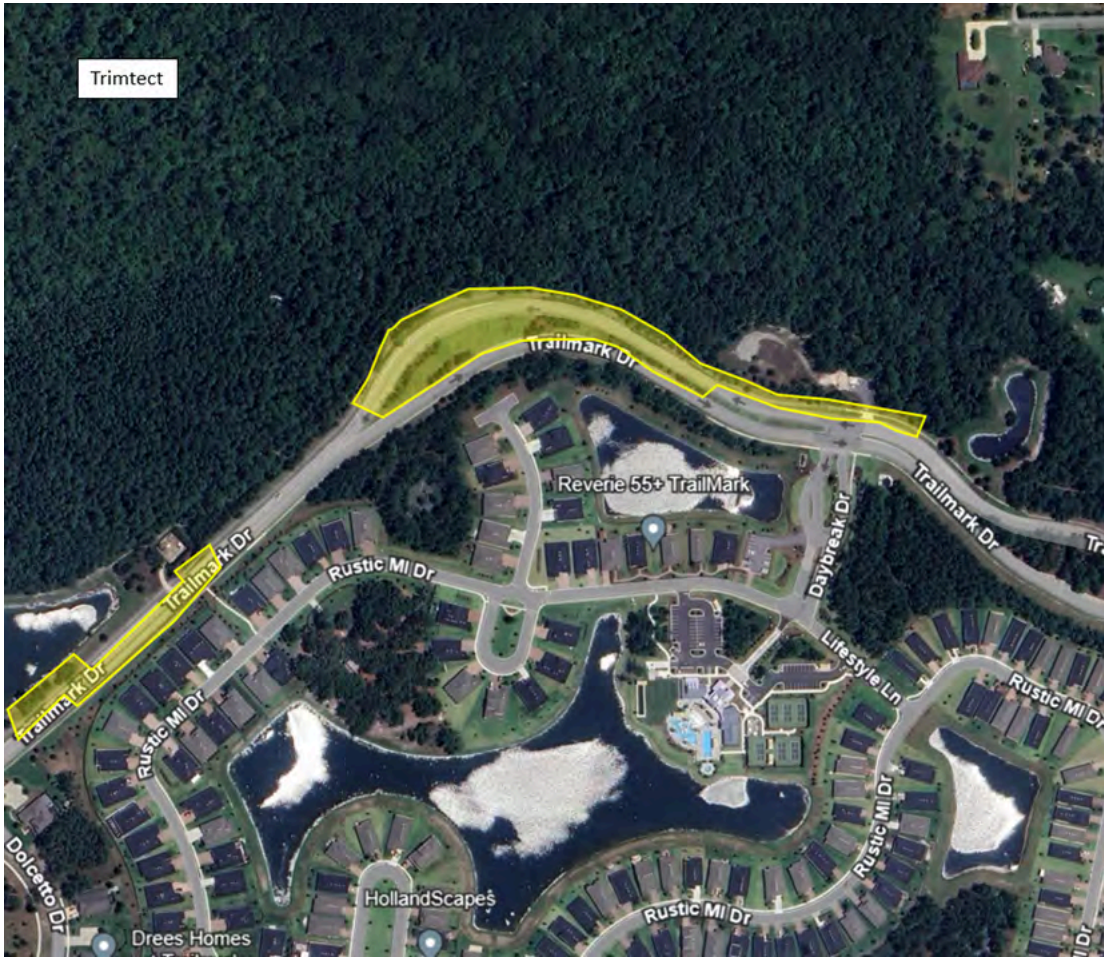
Trailmark report 5-3-24.pdf;

Good afternoon Alex,

Please review this week's communication report and let us know if you have any questions or concerns. Thank you and have a great weekend!

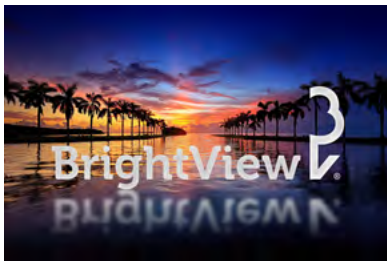






*German Martinez Jr.*  
*Senior Production Manager*  
*Brightview Landscape Services*  
*St. Augustine Branch*  
*(904) 545-9055*

[www.brightview.com](http://www.brightview.com)



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## Trailmark report 5-31-24.xls

German Martinez <German.Martinez@brightview.com>

Fri 5/31/2024 10:54 PM

To: Alex Boyer <aboyer@evergreen-lm.com>; Steve McAvoy <Steve.McAvoy@brightview.com>

📎 1 attachments (69 KB)

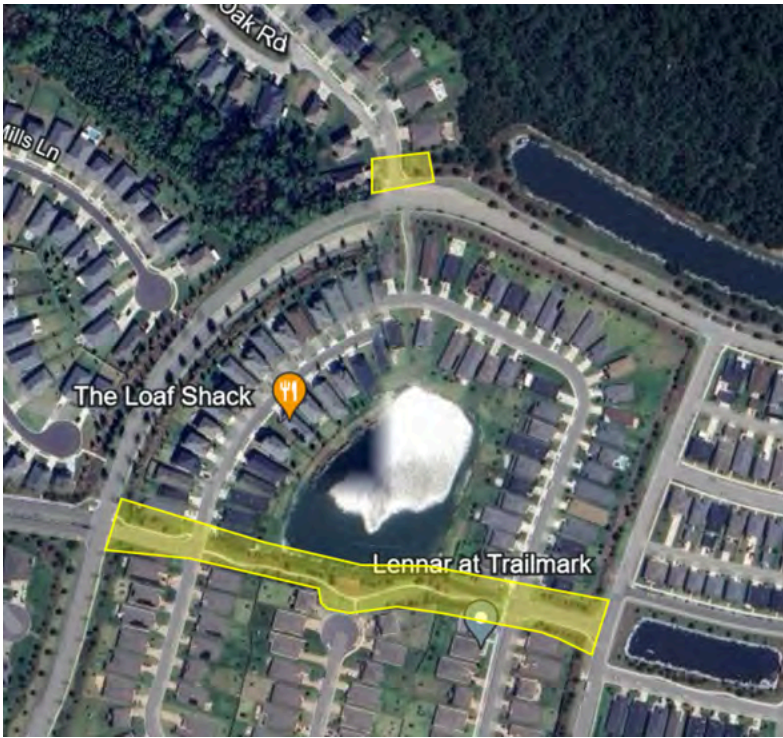
Trailmark report 5-31-24.pdf;

Good evening Alex,

Please review this week's communication report and let us know if you have any questions or concerns. Thank you and have a great weekend!

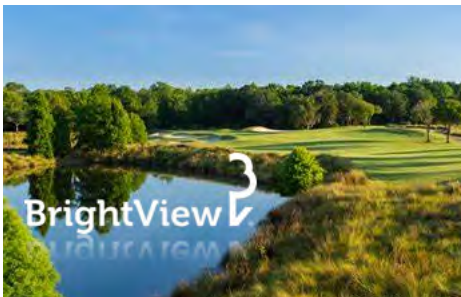






*German Martinez Jr.*  
**Senior Production Manager**  
*Brightview Landscape Services*  
*St. Augustine Branch*  
**(904) 545-9055**

[www.brightview.com](http://www.brightview.com)



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## Trailmark report 5-24-24.xls

German Martinez <German.Martinez@brightview.com>

Fri 5/24/2024 11:08 PM

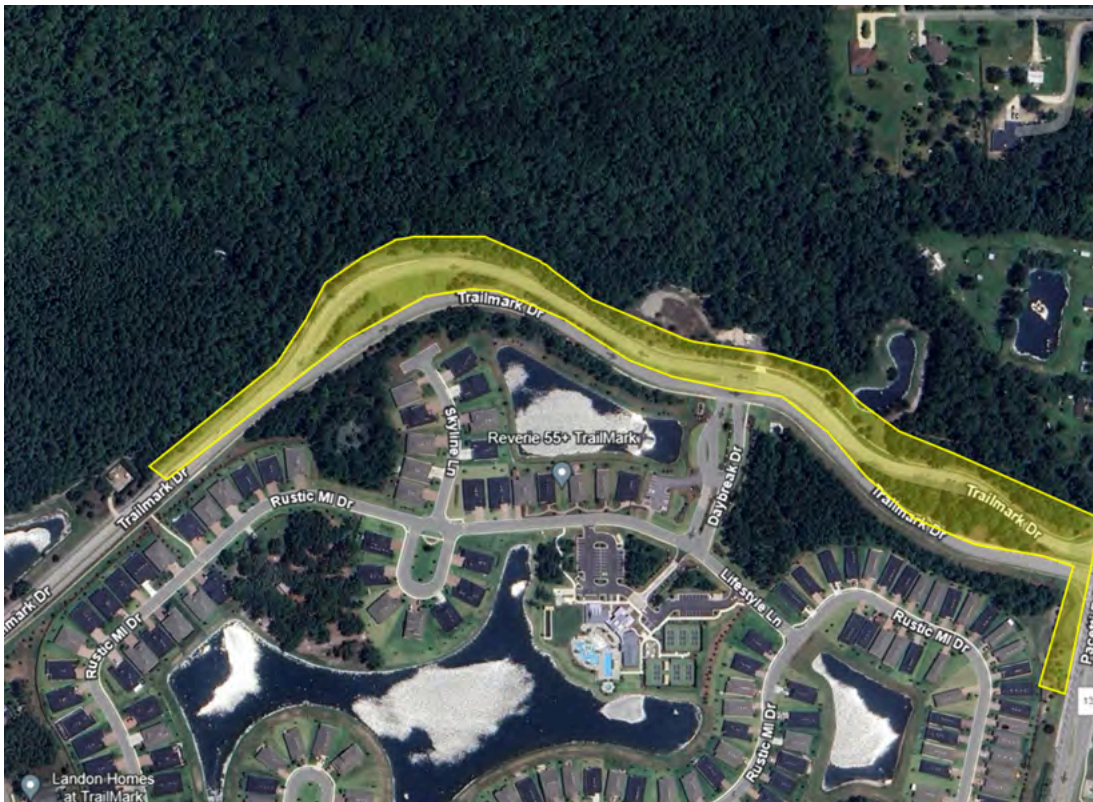
To: Alex Boyer <aboyer@evergreen-lm.com>; Steve McAvoy <Steve.McAvoy@brightview.com>

📎 1 attachments (70 KB)

Trailmark report 5-24-24.pdf;

Good Evening Alex,

Please review this week's communication report and let us know if you have any questions or concerns. Thank you and have a great weekend!



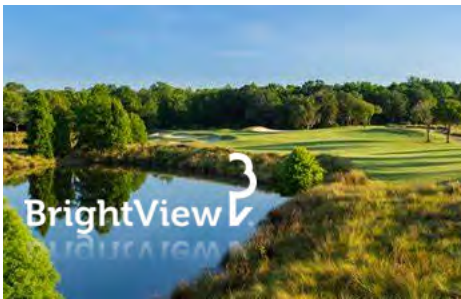






*German Martinez Jr.*  
**Senior Production Manager**  
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St. Augustine Branch  
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[www.brightview.com](http://www.brightview.com)



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## COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 5/17/2024

The following landscape maintenance services were performed on your property today.  
 If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL
Mowing <input checked="" type="checkbox"/> Edging <input type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input type="checkbox"/> Blow <input checked="" type="checkbox"/>	Pruning <input type="checkbox"/> Hedging <input type="checkbox"/> Handpull weeds <input type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	Turf <input type="checkbox"/> insects <input type="checkbox"/> weeds <input type="checkbox"/> disease <input type="checkbox"/> Shrubs <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Trees <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Fire ants <input type="checkbox"/> Weed beds <input type="checkbox"/> spray <input checked="" type="checkbox"/>
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input checked="" type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Ornamental cutbacks <input type="checkbox"/> Interior Gardens <input type="checkbox"/> Annual beds weeded <input checked="" type="checkbox"/>

### COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

This week while on site we mowed, edge curves around the fields and club house, edge sidewalk along Trailmark Drive, Hand pull weeds and spray around the office, pool area, parking lot, athletic field, 3 canals, back creek and removed trash.

Next week we will be mowing, edging curves along Trailmark Drive, edging beds around the amenities and sidewalk around the Fields, We are also going to be mowing lakes along Power Lines and spraying Spartina Bed between Weathered edge and Bloomfield

Please let us know if you have any questions or concerns. Thank you

**Service provided by:**

**Received by:**

German Martinez Jr.

\_\_\_\_\_





## COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 5/31/2024

The following landscape maintenance services were performed on your property today.  
 If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL
Mowing <input checked="" type="checkbox"/> Edging <input checked="" type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input checked="" type="checkbox"/> Blow <input checked="" type="checkbox"/>	Pruning <input checked="" type="checkbox"/> Hedging <input checked="" type="checkbox"/> Handpull weeds <input checked="" type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	Turf <input type="checkbox"/> insects <input type="checkbox"/> weeds <input type="checkbox"/> disease <input type="checkbox"/> Shrubs <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Trees <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Fire ants <input type="checkbox"/> Weed beds <input type="checkbox"/> spray <input checked="" type="checkbox"/>
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input checked="" type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Ornamental cutbacks <input type="checkbox"/> Interior Gardens <input type="checkbox"/> Annual beds weeded <input checked="" type="checkbox"/>

### COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

This week while on site we mowed, edge sidewalks along Trailmark Drive, Curves around the fields, line trimmed and blow.

Mow lakes next to Power lines, sprayed for weeds at the amenities, hand pull weeds at the pool area and split oak, completed spraying along Trailmark drive (Entrance up to amenities), Sidewalk going to Cloverly and split oak. We also hand pull weeds from Roses and Liriope on sidewalk going to Cloverly.

Next week we will be mowing, edging curves along Trailmark Drive and tree rings, edging sidewalk near the fields, line trimming, blowing, spraying the berm, mowing lakes at the new section, and hand pulling weeds at the parking lot.

Please let us know if you have any questions or concerns. Thank you

**Service provided by:**

**Received by:**

German Martinez Jr.

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## COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 5/3/2024

The following landscape maintenance services were performed on your property today.  
 If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL														
Mowing <input checked="" type="checkbox"/> Edging <input checked="" type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input type="checkbox"/> Blow <input checked="" type="checkbox"/>	Pruning <input type="checkbox"/> Hedging <input type="checkbox"/> Handpull weeds <input type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Turf</td> <td style="width: 50%;">Trees</td> </tr> <tr> <td>insects <input type="checkbox"/></td> <td>insects <input type="checkbox"/></td> </tr> <tr> <td>weeds <input type="checkbox"/></td> <td>disease <input type="checkbox"/></td> </tr> <tr> <td>disease <input type="checkbox"/></td> <td></td> </tr> <tr> <td>Shrubs</td> <td>Fire ants <input type="checkbox"/></td> </tr> <tr> <td>insects <input type="checkbox"/></td> <td>Weed beds</td> </tr> <tr> <td>disease <input type="checkbox"/></td> <td>spray <input checked="" type="checkbox"/></td> </tr> </table>	Turf	Trees	insects <input type="checkbox"/>	insects <input type="checkbox"/>	weeds <input type="checkbox"/>	disease <input type="checkbox"/>	disease <input type="checkbox"/>		Shrubs	Fire ants <input type="checkbox"/>	insects <input type="checkbox"/>	Weed beds	disease <input type="checkbox"/>	spray <input checked="" type="checkbox"/>
Turf	Trees																
insects <input type="checkbox"/>	insects <input type="checkbox"/>																
weeds <input type="checkbox"/>	disease <input type="checkbox"/>																
disease <input type="checkbox"/>																	
Shrubs	Fire ants <input type="checkbox"/>																
insects <input type="checkbox"/>	Weed beds																
disease <input type="checkbox"/>	spray <input checked="" type="checkbox"/>																
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED														
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input checked="" type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Ornamental cutbacks <input type="checkbox"/> Interior Gardens <input type="checkbox"/> Annual beds weeded <input checked="" type="checkbox"/>														

### COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

This week while on site we mowed as needed, edge curves around the fields and club house, line trimmed and blow trimmed along Trailmark Drive, elevated tree canopy along weathered edge and tabby lake. Mow lakes # 18, 19, 21 and 24.

We also sprayed for weeds on the berm along Shelmore and applied Trimtect on the shrubs from the entrance up to the dog park.

Next week we're going to hold off on mowing Trailmark Drive (We noticed the turf really dry and want to avoid any damaging it) detail the club house, parking lot, spraying Spartina beds passing Split Oak to new phase and Back Creek. We are going going to hand pull weeds at the entrance, flower beds and mow lakes in the new section.

Please let us know if you have any questions or concerns. Thank you

**Service provided by:**

**Received by:**

German Martinez Jr.

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## COMMUNICATION REPORT

LOCATION: Trailmark SITE# 520 DATE: 5/24/2024

The following landscape maintenance services were performed on your property today.  
 If you have any questions about your service please call us at: 904-292-0716

TURF	LANDSCAPE BEDS	FERTILIZATION	PEST CONTROL
Mowing <input checked="" type="checkbox"/> Edging <input checked="" type="checkbox"/> curbs <input checked="" type="checkbox"/> beds <input type="checkbox"/> Weedeating <input type="checkbox"/> Blow <input checked="" type="checkbox"/>	Pruning <input checked="" type="checkbox"/> Hedging <input checked="" type="checkbox"/> Handpull weeds <input type="checkbox"/> Trees <input type="checkbox"/> pruning <input type="checkbox"/> Palms <input type="checkbox"/> pruning <input type="checkbox"/>	Turf <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Annuals <input type="checkbox"/>	Turf <input type="checkbox"/> insects <input type="checkbox"/> weeds <input type="checkbox"/> disease <input type="checkbox"/> Shrubs <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Trees <input type="checkbox"/> insects <input type="checkbox"/> disease <input type="checkbox"/> Fire ants <input type="checkbox"/> Weed beds <input type="checkbox"/> spray <input checked="" type="checkbox"/>
IRRIGATION	PLANTING	CLEANUP	OTHER SERVICES PERFORMED
Inspect <input type="checkbox"/> Adjust <input type="checkbox"/> Repair <input type="checkbox"/>	Annuals <input checked="" type="checkbox"/> Shrubs <input type="checkbox"/> Mulch <input type="checkbox"/>	Trash <input checked="" type="checkbox"/> Leaves & debris <input checked="" type="checkbox"/>	Ornamental cutbacks <input type="checkbox"/> Interior Gardens <input type="checkbox"/> Annual beds weeded <input checked="" type="checkbox"/>

### COMMENTS, AREAS WHICH REQUIRE SPECIAL ATTENTION OR WORK:

This week while on site we mowed, edge sidewalk around the fields and curves along Trailmark Dr and Split Oak. Trimmed Shrubs around the parking lot, Sprayed for weeds around the lake behind the Amenities, Trailmark Drive starting at the entrance up to the Lift Station and Spartina bed between Weathered Edge/Bloomfield. Hand pull weeds growing in Liriope bed from the lift station up to the dog park. We also mowed Back Oak Grove.

Next week we will be mowing, edging sidewalk (asphalt and concrete) along Trailmark Drive, edging curves and beds around the amenities, Continue to spray for weeds along Trailmark Drive including the berm, trimming hedges if needed at the pool area and mowing lakes.

**Please let us know if you have any questions or concerns. Thank you**

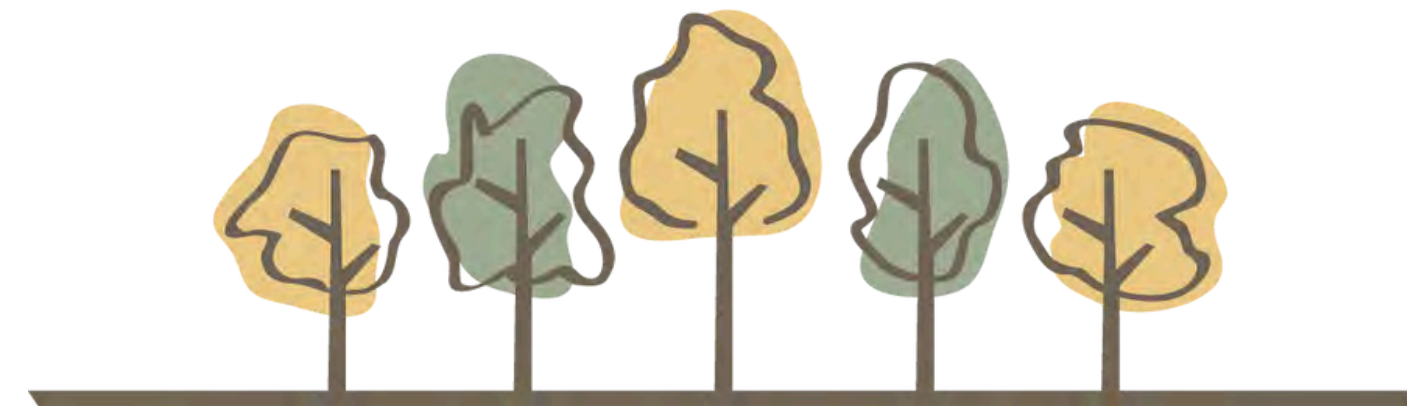
**Service provided by:**

German Martinez Jr.

**Received by:**

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# TRAILMARK

## **MAY LIFESTYLE OVERVIEW**

# MAY EVENTS AT A GLANCE

- Muffins with Mom
- Highway to Retirement
- Bunco Night
- Mobile Library
- Touch a Truck
- National Laffy Taffy Day
- Family Movie Night
- Red, White, and Blue Event

**Total May Events: 8 community events**

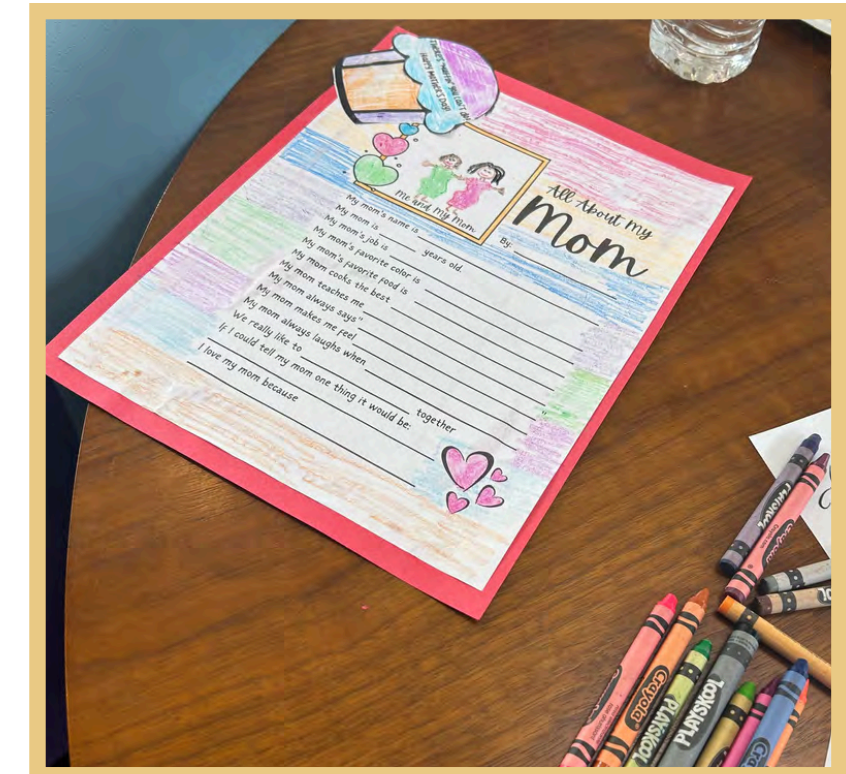
**Total May Event Registrations: 1,036 registrations**





# MUFFINS WITH MOM

We celebrated the most influential women in our lives with delicious muffins and memorable crafts! Moms enjoyed asking their children questions from our “all about our mom” crafts while enjoying a variety of muffins and laughter.





# TOUCH A TRUCK

This event allowed children and adults of all ages to play on the trucks of their dreams! There were a ton of activities, such as face painting, an adventure play zone, construction trucks, fire trucks, police and military vehicles, farm equipment, school buses, and so much more! We even had a helicopter fly in for a visit.

This event was open to the public and brought in over 3000 people.





# FAMILY MOVIE NIGHT

Residents joined us poolside for a family movie night! Families brought their comfy chairs, blankets, and beverages. We enjoyed watching the adventurous and heartwarming movie “Wonder Park” while the Lifestyle team provided popcorn and Capri Sun pouches!





# RED, WHITE, AND BLUE EVENT

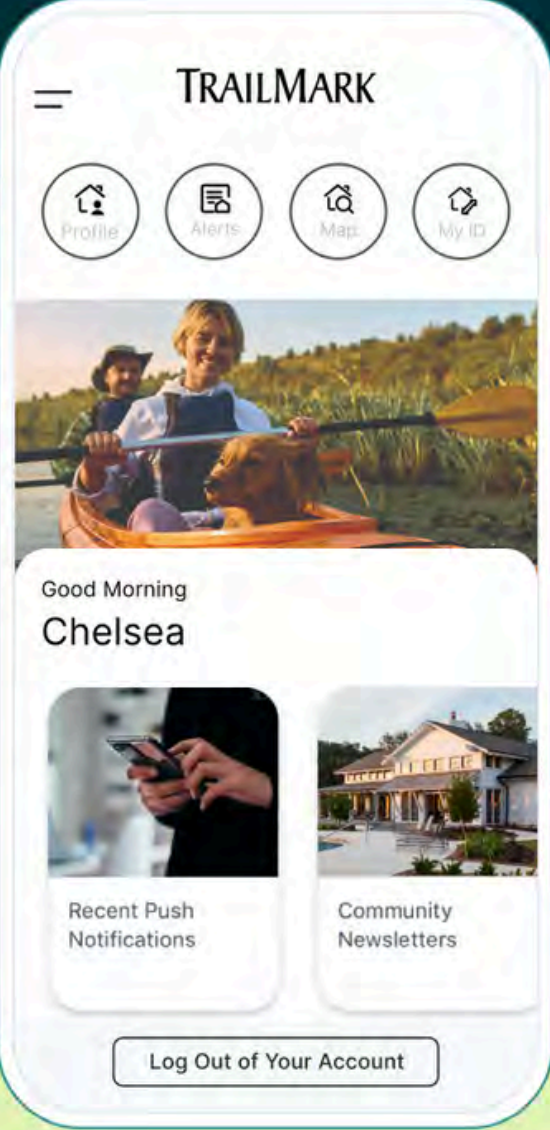
We spent Memorial Day poolside and honored those who made the ultimate sacrifice. We enjoyed making Memorial Day-themed crafts while enjoying popsicles and listening to music!

Residents made USA-themed flags and planes, wrote letters to soldiers, and showed off their artistic side using sidewalk chalk.





# TRAILMARK LIFE APP LAUNCH!



Download the  
**TrailMark Life app today!**

Download on the  
App Store

GET IT ON  
Google Play

- **The TrailMark Life mobile app recently launched, and has been received extremely well by our residents.**
- **1,826 active users who have downloaded the app and created their accounts.**
- **One-stop-shop for event RSVPs, Camp House reservations, homeowner resources, Lifestyle & HOA contact info, etc.**
- **Mobile app stats will begin next quarter.**



# TRAILMARK FUN SNAPSHOTS



[CLICK HERE TO VIEW ALL MAY  
EVENT IMAGES.](#)



# WHAT'S COMING AT TRAILMARK

**UPCOMING EVENTS**  
**JUNE 2024**



**Earth Kinship Kayak Trip**  
SUNDAY, JUNE 2ND | 9-11:30 AM  
PALMO BOAT RAMP  
8698 PALMO FISH CAMP RD,  
ST. AUGUSTINE, FL 32092


Join AyoLane Halusky as he takes you on guided kayak tour. Enjoy a beautiful morn on the water while enjoying nature. You may even see baby gators and osprey and hear manatees and owls.

[Click here for payment and registration details.](#)

**Mobile Library**  
MONDAY, JUNE 10TH | 1-2 PM  
IN THE LOOP

St. Johns County Mobile Library will be coming to TrailMark this month! Stop in with your littles and grab a few books to enhance vocabulary and imagination.

[Click here to RSVP.](#)

**Florida Wildlife**  
TUESDAY, JUNE 11TH | 6:30 PM-7:30 PM  
THE CAMP HOUSE

Is your neighbor a gator? Join us at the Camp House for an informational session on gators, wildlife, and the interesting nature that Florida brings our way!

[Click here to RSVP.](#)

**Superhero Movie Night**  
FRIDAY, JUNE 14TH | 8:30-10:30 PM  
POOLDECK

Calling all superheroes! Head to the pool deck in your favorite superhero shirt or costume to celebrate your favorite guy! We'll be watching Mr. Incredible! Your lifestyle team will provide the popcorn; you bring your favorite beverage! There will be no swimming during this event.


[Click here to RSVP.](#)



**International Picnic Day**  
TUESDAY, JUNE 18TH | 11 AM-1 PM  
POOLDECK


Hey TrailMark! It's International Picnic Day! Let's celebrate by having a picnic on the pooldeck. Bring your favorite snack to share with your neighbors while enjoying music by the pool.

[Click here to RSVP.](#)



**Summer Solstice**  
THURSDAY, JUNE 20TH | ALL DAY  
FACEBOOK


Today we celebrate Summer Solstice! Visit our TrailMark Life (Residents Only) Facebook page and post a picture on the corresponding post of how you celebrated the longest day of Summer!



**Paint Night**  
SUNDAY, JUNE 23RD | 7-9 PM  
THE CAMP HOUSE

Join us in the Camp House to paint your masterpiece! This event is sure to bring out your artistic side. Bring your own beverage to enjoy. Please contact the instructor, Dana Garrison, via email at Dana.garrison@bmcjax.com to complete payment prior to the event. \$25 per person


[Click here to register.](#)



**Mobile Library**  
MONDAY, JUNE 24TH | 1-2 PM  
IN THE LOOP

St. Johns County Mobile Library will be coming to TrailMark this month! Stop in with your littles and grab a few books to enhance vocabulary and imagination!

[Click here to RSVP.](#)





# YOUR TRAILMARK LIFESTYLE TEAM



**Stephanie Douglas**  
**Community Relations & Lifestyle Director**  
[hello@trailmarkliving.com](mailto:hello@trailmarkliving.com)



**Nichola Balestra**  
**Administrative & Lifestyle Assistant**  
[welcome@trailmarkliving.com](mailto:welcome@trailmarkliving.com)



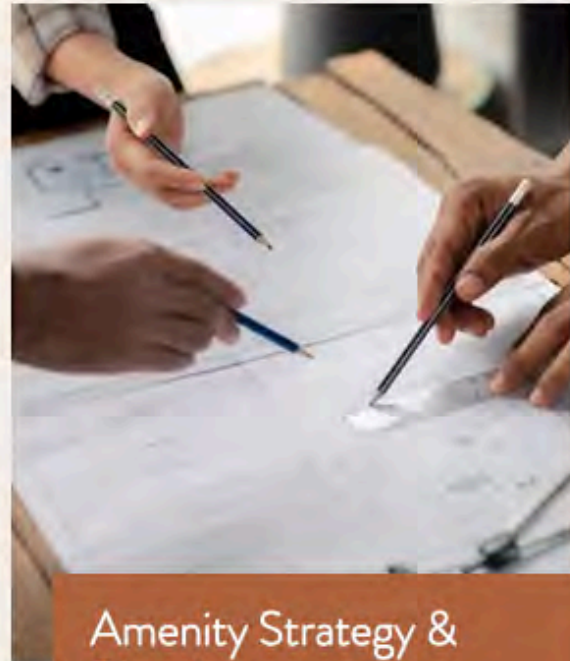


# creating community with onplace

OnPlace is a premier consulting firm based in Southwest Florida that assists our clients in crafting the best experience for their customers. We work in the real estate space, for-sale, rentals, commercial town centers, and others to help our clients maximize their ROI through placemaking, marketing, and lifestyle.



## our core services



Amenity Strategy & Planning



Lifestyle Management



Fractional Marketing Services



Welcome Center Creation & Management