COASTAL RIDGE Community Development District

MAY 6, 2025



Coastal Ridge Community Development District

475 West Town Place, Suite 114 St. Augustine, Florida 32092 www.coastalridgecdd.com

April 29, 2025

Board of Supervisors Coastal Ridge CDD

Call-in #: 1-877-304-9269; code 6800665

Dear Board Members and Staff:

The Coastal Ridge Community Development District Board of Supervisors Meeting is scheduled for Tuesday, May 6, 2025 at 11:00 a.m. at the eTown Welcome Center, 11003 E-Town Parkway, Jacksonville, Florida.

Following is the agenda for the meeting:

Audit Committee Meeting

- I. Call to Order
- II. Review and Ranking of Audit Proposals
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Call to Order
- II. Public Comment
- III. Financing Matters
 - A. Public Hearing for the Purpose of Imposing Special Assessments; Consideration of Resolution 2025-28, Equalizing and Imposing Special Assessments
 - B. Preliminary Assessment Methodology Report
 - C. Consideration of Delegation Resolution 2025-29
 - 1. First Supplemental Indenture
 - 2. Bond Purchase Contract

- 3. Preliminary Limited Offering Memorandum
- 4. Continuing Disclosure Agreement
- D. Consideration of True-Up Agreement
- E. Consideration of Completion Agreement
- F. Consideration of Collateral Assignment Agreement
- IV. Approval of Minutes
 - A. April 1, 2025 Board of Supervisors Meeting
 - B. April 1, 2025 Audit Committee Meeting
- V. Consideration of Resolution 2025-30, Canvassing and Certifying the Results of the Landowner's Election
- VI. Consideration of Responses to the Request for Qualifications for Engineering Services
- VII. Public Hearing for the Purpose of Adopting Rules of Procedure; Resolution 2025-31
- VIII. Public Hearing for the Purpose of Expressing the District's Intent to Utilize the Uniform Method of Collection; Resolution 2025-32
 - IX. Public Hearing for the Purpose of Adopting the Fiscal Year 2025 Budget; Consideration of Resolution 2025-33, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2025
 - X. Public Hearing for the Purpose of Adopting the Fiscal Year 2026 Budget
 - A. Consideration of Resolution 2025-34, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2026
 - B. Consideration of Budget Funding Agreement with EvrDev, LLC for Fiscal Year 2026
 - XI. Acceptance of the Audit Committee's Recommendation
- XII. Staff Reports
 - A. District Counsel
 - B. Interim Engineer
 - C. District Manager
- XIII. Consideration of Funding Request Nos. 3 and 4

- XIV. Supervisors' Requests and Audience Comments
- $XVI\ \ Next$ Scheduled Meeting June 3, 2025 at 11:00 a.m. at the eTown Welcome Center
- XVI. Adjournment



COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

PROPOSAL FOR AUDIT SERVICES

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200 Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

April 25, 2025

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TABLE OF CONTENTS

DESCRIPTION OF SECTION	<u>PAGE</u>
A. Letter of Transmittal	1-2
B. Profile of the Proposer	
Description and History of Audit Firm	3
Professional Staff Resources	4-5
Ability to Furnish the Required Services	5
Arbitrage Rebate Services	6
A. Governmental Auditing Experience	7-16
B. Fee Schedule	17
C. Scope of Work to be Performed	17
D. Resumes	18-35
E. Peer Review Letter	36
Instructions to Proposers	37-38
Evaluation Criteria	39



Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

772/461-6120 // 461-1155 FAX: 772/468-9278

April 25, 2025

Coastal Ridge Community Development District Governmental Management Services 475 West Town Place, Suite 114 St. Augustine, FL 32092

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Coastal Ridge Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Coastal Ridge Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Coastal Ridge Community Development District April 25, 2025

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Coastal Ridge Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	Total
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	_ <u>5</u> 35
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor–in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence — Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is independent of Coastal Ridge Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., "rebate") to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer's auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all "Gross Proceeds" (as that term is defined in the Code) of the bond issue, including those requiring analysis due to "transferred proceeds" and/or "commingled funds" circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue:
- Calculating the issue's excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state
 and federal financial assistance programs, under the provisions of the Single Audit Act,
 Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform
 Administrative Requirements, Cost Principles, and Audit Requirements for Federal
 Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of taxexempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- · Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- · Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- · Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

References

Terracina Community Development District Jeff Walker, Special District Services (561) 630-4922

The Reserve Community Development District

Darrin Mossing, Governmental Management Services LLC (407) 841-5524 Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

Clearwater Cay Community Development District Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development District Beacon Lakes Community
Development District

Alta Lakes Community Development District

Beaumont Community Development District

Amelia Concourse Community

Development District

Bella Collina Community Development District

Amelia Walk Communnity
Development District

Bonnet Creek Community Development District

Aqua One Community Development District

Buckeye Park Community
Development District

Arborwood Community Development District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community

Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development District

Channing Park Community
Development District

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Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

Heritage Harbor Community
Development District

Heritage Isles Community
Development District

Heritage Lake Park Community
Development District

Heritage Landing Community
Development District

Heritage Palms Community
Development District

Heron Isles Community
Development District

Heron Isles Community Development
District

Highland Meadows II Community
Development District

Julington Creek Community
Development District

Laguna Lakes Community
Development District

Lake Bernadette Community
Development District

Lakeside Plantation Community Development District

Landings at Miami Community
Development District

Legends Bay Community Development District

Lexington Oaks Community
Development District

Live Oak No. 2 Community Development District Madeira Community Development District

Marhsall Creek Community
Development District

Meadow Pointe IV Community
Development District

Meadow View at Twin Creek

Community Development District

Mediterra North Community
Development District

Midtown Miami Community
Development District

Mira Lago West Community
Development District

Montecito Community
Development District

Narcoossee Community
Development District

Naturewalk Community
Development District

New Port Tampa Bay Community Development District

Overoaks Community Development District

Panther Trace II Community

Development District

Paseo Community Development District

Pine Ridge Plantation Community
Development District

Piney Z Community Development
District

Poinciana Community
Development District

Poinciana West Community Development District

Port of the Islands Community
Development District

Portofino Isles Community
Development District

Quarry Community Development
District

Renaissance Commons Community
Development District

Reserve Community
Development District

Reserve #2 Community
Development District

River Glen Community
Development District

River Hall Community

Development District

River Place on the St. Lucie
Community Development District

Rivers Edge Community
Development District

Riverwood Community
Development District

Riverwood Estates Community
Development District

Rolling Hills Community
Development District

Rolling Oaks Community

Development District

Sampson Creek Community
Development District

San Simeon Community
Development District

Six Mile Creek Community
Development District

South Village Community
Development District

Southern Hills Plantation I
Community Development District

Southern Hills Plantation III

Community Development District

South Fork Community Development District

St. John's Forest Community
Development District

Stoneybrook South Community Development District

Stoneybrook South at ChampionsGate Community Development District

Stoneybrook West Community Development District

Tern Bay Community
Development District

Terracina Community Development District

Tison's Landing Community Development District

TPOST Community Development
District

Triple Creek Community
Development District

Vizcaya in Kendall Development District

TSR Community Development District

Waterset North Community Development District

Turnbull Creek Community
Development District

Westside Community Development District

Twin Creeks North Community
Development District

WildBlue Community Development District

Urban Orlando Community
Development District

Willow Creek Community
Development District

Verano #2 Community Development District Willow Hammock Community

Development District

Viera East Community
Development District

Winston Trails Community
Development District

VillaMar Community
Development District

Zephyr Ridge Community
Development District

Other Governmental Organizations

City of Westlake

Office of the Medical Examiner,

District 19

Florida Inland Navigation District

Rupert J. Smith Law Library of St. Lucie County

Fort Pierce Farms Water Control
District

St. Lucie Education Foundation

Indian River Regional Crime Laboratory, District 19, Florida Seminole Improvement District

Viera Stewardship District

Troup Indiantown Water Control District

Current or Recent Single Audits,

St. Lucie County, Florida Early Learning Coalition, Inc. Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River Martin Okeechobee Palm Beach

<u>Municipalities</u>

City of Port St. Lucie City of Vero Beach Town of Orchid

Special Districts

Bannon Lakes Community Development District Boggy Creek Community Development District Capron Trail Community Development District Celebration Pointe Community Development District Coquina Water Control District Diamond Hill Community Development District Dovera Community Development District **Durbin Crossing Community Development District** Golden Lakes Community Development District Lakewood Ranch Community Development District Martin Soil and Water Conservation District Meadow Pointe III Community Development District Myrtle Creek Community Development District St. Lucie County - Fort Pierce Fire District The Crossings at Fleming Island St. Lucie West Services District Indian River County Mosquito Control District St. John's Water Control District Westchase and Westchase East Community Development Districts Pier Park Community Development District Verandahs Community Development District Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College Indian River Community College Okeechobee County District School Board St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,550 for the years ended September 30, 2025 and 2026, \$3,725 for the year ended September 30, 2027, and \$3,800 for the years ended September 30, 2028 and 2029. In addition, if a bond issuance occurs during the fiscal year, the fee for our audit services will be adjusted. The fee is contingent upon the financial records and accounting systems of Coastal Ridge Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Coastal Ridge Community Development District as of September 30, 2025, 2026, 2027, 2028, and 2029. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP Director – 45 years

Education

Stetson University, B.B.A. – Accounting

Registrations

Certified Public Accountant – State of Florida, State Board of Accountancy

 Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- Member of the American and Florida Institutes of Certified Public Accountants
- Affiliate member Government Finance Officers Association
- Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 1994
- Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- Past President of Ft. Pierce Kiwanis Club, 1994 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- Member Lawnwood Regional Medical Center Board of Trustees, 2000 Present, Chairman 2013 - Present
- ♦ Member of St. Lucie County Citizens Budget Committee, 2001 2002
- Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 2011
- Member of Ft. Pierce Civil Service Appeals Board, 2013 Present

Professional Experience

- Miles Grant Development/Country Club Stuart, Florida, July 1975 October 1976
- ◆ State Auditor General's Office Public Accounts Auditor November 1976 through September 1979
- ◆ Director Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)
Director

Continuing Professional Education

Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:

Governmental Accounting Report and Audit Update

Analytical Procedures, FICPA

Annual Update for Accountants and Auditors

Single Audit Sampling and Other Considerations

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director - 31 years experience

Education

◆ University of Central Florida, B.A. – Accounting

Barry University – Master of Professional Accountancy

Registrations

◆ Certified Public Accountant - State of Florida, State Board of Accountancy

- Certified Information Technology Professional (CITP) American Institute of Certified Public Accountants
- Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- Member of the American and Florida Institutes of Certified Public Accountants
- Associate Member, Florida Government Finance Office Associates
- ♦ Assistant Coach St. Lucie County Youth Football Organization (1994 2005)
- Assistant Coach Greater Port St. Lucie Football League, Inc. (2006 2010)
- ◆ Board Member Greater Port St. Lucie Football League, Inc. (2011 2017)
- Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 2003)
- Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- Member/Board Member of Port St. Lucie Kiwanis (1994 2001)
- President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 2017)
- St. Lucie District School Board Superintendent Search Committee (2013 present)
- ♦ Board Member Phrozen Pharoes (2019-2021)

Professional Experience

- Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:

St. Lucie County, Florida

19th Circuit Office of Medical Examiner

Troup Indiantown Water Control District

Exchange Club Center for the Prevention of Child Abuse, Inc.

Healthy Kids of St. Lucie County

Mustard Seed Ministries of Ft. Pierce, Inc.

Reaching Our Community Kids, Inc.

Reaching Our Community Kids - South

St. Lucie County Education Foundation, Inc.

Treasure Coast Food Bank, Inc.

North Springs Improvement District

 Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued) Director

Continuing Professional Education

Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

Not-for-Profit Auditing Financial Results and Compliance Requirements Update: Government Accounting Reporting and Auditing Annual Update for Accountants and Auditors

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director - 14 years total experience

Education

- University of North Florida, B.B.A. Accounting
- University of Alicante, Spain International Business
- Florida Atlantic University Masters of Accounting

Professional Affiliations/Community Service

- ♦ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

• Mr. Gonano has participated in numerous continuing professional education courses.

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager - 34 years

Education

◆ Stetson University, B.B.A. - Accounting

Registrations

Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- Member of the American and Florida Institutes of Certified Public Accountants
- Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- Technical Review 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors Kiwanis of Ft. Pierce, Treasurer 1994-1999; Vice President 1999-2001

Professional Experience

- Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- State Auditor General's Office West Palm Beach, Staff Auditor, June 1985 to September 1985
- Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce City of Stuart

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

Valencia Acres Community Development District

 While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.

 During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AlCPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AlCPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Personnel Qualifications and Experience

Paul Daly

Staff Accountant - 12 years

Education

Florida Atlantic University, B.S. – Accounting

Professional Experience

• Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

• Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Personnel Qualifications and Experience

Melissa Marlin, CPA

Senior Staff Accountant - 11 years

Education

- Indian River State College, A.A. Accounting
- ◆ Florida Atlantic University, B.B.A. Accounting

Professional Experience

• Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

 Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Bryan Snyder

Staff Accountant - 10 years

Education

◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- Mr. Snyder is currently studying to pass the CPA exam.

Personnel Qualifications and Experience

Maritza Stonebraker, CPA

Senior Accountant - 9 years

Education

◆ Indian River State College, B.S. – Accounting

Professional Experience

• Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

 Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 11 years

Education

- ◆ University of Central Florida, B.S. Accounting
- Florida Atlantic University, MACC

Professional Experience

 Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

 Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Tifanee Terrell, CPA

Staff Accountant - 4 years

Education

◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

• Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

 Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Dylan Dixon

Staff Accountant - 3 years

Education

◆ Indian River State College, B.S. - Accounting

Professional Experience

• Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

 Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Brennen Moore

Staff Accountant - 1 year

Education

♦ Indian River State College, B.S. - Accounting

Professional Experience

• Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

• Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Deandre McFadden

Staff Accountant

Education

♦ Florida Atlantic University, B.S. – Accounting

Professional Experience

 Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

 Mr. McFadden participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.



6815 Dairy Road Zephyrhills, FL 33542

813.788.2155 BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of November 30, 2022
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control if any

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith besed on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Oplnion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fall*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Pery

Bodine Perry

(BERGER_REPORT22)



COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2025, 2026, 2027, 2028 and 2029
City of Jacksonville, Duval County, Florida

INSTRUCTIONS TO PROPOSERS

- **SECTION 1. DUE DATE.** Sealed proposals must be received no later than Friday, April 25, 2025, at 12:00 p.m., at the offices of the District Manager, Governmental Management Services, L.L.C., 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850. Proposals will be publicly opened at that time.
- **SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances, and regulations.
- **SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.
- SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- **SECTION 5. SUBMISSION OF PROPOSAL.** Submit eight (8) copies of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services Coastal Ridge Community Development District" on the face of it.
- **SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.
- **SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("Proposal Documents").
- **SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel.

(20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience.

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work.

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services.

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.



Proposal to Provide Financial Auditing Services:

COASTAL RIDGE

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: April 25, 2025

12:00PM

Submitted to:

Coastal Ridge Community Development District c/o District Manager 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Submitted by:

Antonio J. Grau, Partner Grau & Associates 1001 Yamato Road, Suite 301 Boca Raton, Florida 33431 **Tel** (561) 994-9299

(000) 220 4720

(800) 229-4728

Fax (561) 994-5823 tgrau@graucpa.com www.graucpa.com



Table of Contents	Page
EXECUTIVE SUMMARY / TRANSMITTAL LETTER	1
FIRM QUALIFICATIONS	3
FIRM & STAFF EXPERIENCE	6
REFERENCES	11
SPECIFIC AUDIT APPROACH	13
COST OF SERVICES	17
SUPPLEMENTAL INFORMATION	10



April 25, 2025

Coastal Ridge Community Development District c/o District Manager 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2025, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Coastal Ridge Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: 95% of our work is performing audits for local governments and of that 98% are for special districts. With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

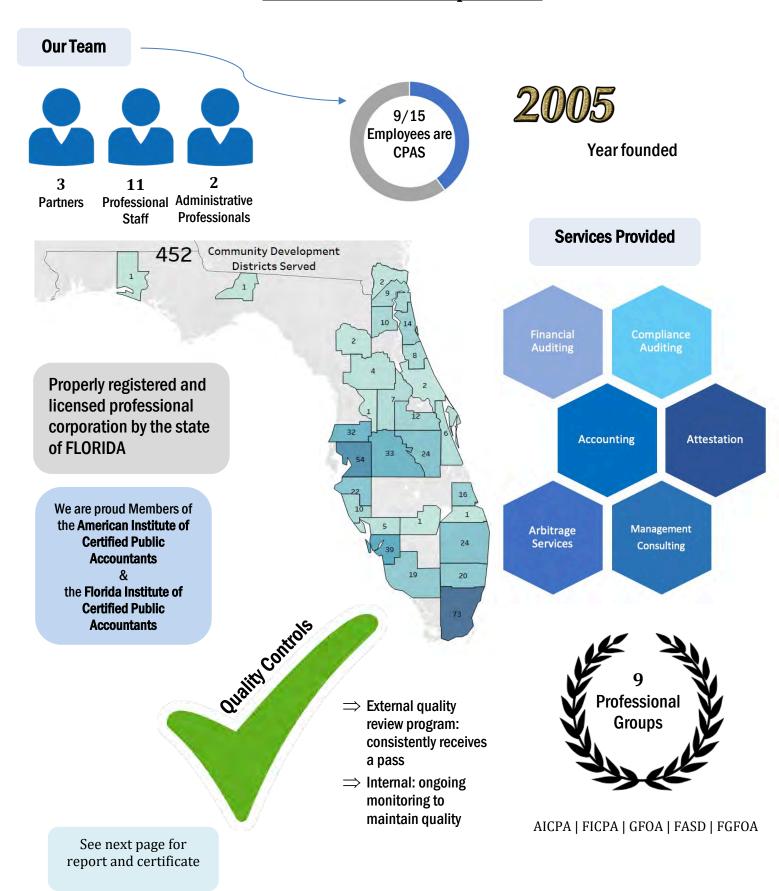
Very truly yours, Grau & Associates

Antonio J. Grau

Firm Qualifications



Grau's Focus and Experience









Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

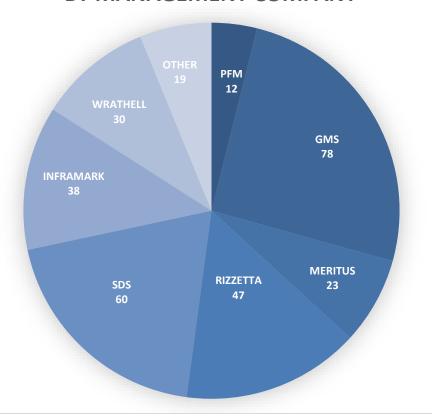
cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

Firm & Staff Experience



GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing
Audits: 35+
CPE (last 2 years):
Government
Accounting, Auditing:
24 hours; Accounting,
Auditing and Other:
56 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing
Audits: 13+
CPE (last 2 years):
Government
Accounting, Auditing:
24 hours; Accounting,
Auditing and Other:
64 hours
Professional
Memberships: AICPA,
FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski



YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.





Antonio 'Tony ' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983) Bachelor of Arts Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District Dunes Community Development District Fishhawk Community Development District (I,II,IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park Community Development District Bay Laurel Center Community Development District

Boca Raton Airport Authority Greater Naples Fire Rescue District Key Largo Wastewater Treatment District Lake Worth Drainage District South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association Florida Institute of Certified Public Accountants Government Finance Officers Association Member City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>56</u>
Total Hours	80 (includes of 4 hours of Ethics CPE)





David Caplivski, CPA/CITP, Partner

Contact: dcaplivski@graucpa.com / 561-939-6676

Experience

2021-Present Grau & Associates Partner Grau & Associates Manager 2014-2020 Grau & Associates Senior Auditor 2013-2014 Grau & Associates Staff Auditor 2010-2013

Education

Florida Atlantic University (2009) Master of Accounting Nova Southeastern University (2002) Bachelor of Science **Environmental Studies**

Certifications and Certificates

Certified Public Accountant (2011) AICPA Certified Information Technology Professional (2018) AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts Hispanic Human Resource Council Aid to Victims of Domestic Abuse Loxahatchee Groves Water Control District **Boca Raton Airport Authority** Old Plantation Water Control District **Broward Education Foundation** Pinetree Water Control District CareerSource Brevard San Carlos Park Fire & Rescue Retirement Plan CareerSource Central Florida 403 (b) Plan South Indian River Water Control District City of Lauderhill GERS South Trail Fire Protection & Rescue District

City of Parkland Police Pension Fund Town of Haverhill City of Sunrise GERS Town of Hypoluxo Town of Hillsboro Beach Coquina Water Control District Central County Water Control District Town of Lantana

City of Miami (program specific audits) Town of Lauderdale By-The-Sea Volunteer Fire Pension City of West Park Town of Pembroke Park

Hours

Coquina Water Control District Village of Wellington East Central Regional Wastewater Treatment Facl. Village of Golf East Naples Fire Control & Rescue District

Professional Education (over the last two years)

Course	<u>110u15</u>
Government Accounting and Auditi	ng 24
Accounting, Auditing and Other	<u>64</u>
Total Hours	88 (includes 4 hours of Ethics CPE)

Professional Associations

Course

Member, American Institute of Certified Public Accountants Member, Florida Institute of Certified Public Accountants Member, Florida Government Finance Officers Association

Member, Florida Association of Special Districts



References



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 1998

Client Contact Darrin Mossing, Finance Director

475 W. Town Place, Suite 114 St. Augustine, Florida 32092

904-940-5850

Two Creeks Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2007

Client Contact William Rizzetta, President

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

813-933-5571

Journey's End Community Development District

Scope of Work Financial audit **Engagement Partner** Antonio J. Grau

Dates Annually since 2004

Client Contact Todd Wodraska, Vice President

2501 A Burns Road

Palm Beach Gardens, Florida 33410

561-630-4922



Specific Audit Approach



AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. We will deliver our reports in accordance with your requirements.

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions:
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

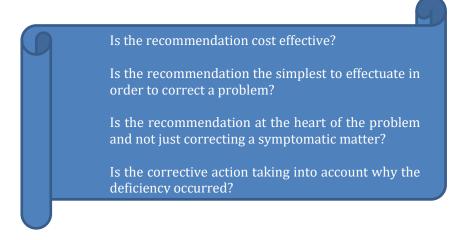
In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments:
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.



Cost of Services



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

Year Ended September 30,	Fee
2025	\$3,100
2026	\$3,200
2027	\$3,300
2028	\$3,400
2029	<u>\$3,500</u>
TOTAL (2025-2029)	<u>\$16,500</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.



Supplemental Information



PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	



ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing

- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73 Current
Arbitrage
Calculations

We look forward to providing Coastal Ridge Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on www.graucpa.com.



Coastal Ridge Community Development District Auditor Selection Evaluation Criteria

	Ability of Personnel	Proposer's Experience	Understanding of Scope of Work	Ability to Furnish the Required Services	Price	
	(e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)	(e.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character; integrity; reputation of respondent, etc.)	Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	Extent to which the proposal demonstrates the adequacy of proposer's financial resources and stability as a business entity necessary to complete the services required (e.g., the existence of any natural disaster plan for business operations).	Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to services.	Point Total
Proposer	20	20	20	20	20	100
Berger, Toombs, Elam, Gaines & Frank Grau & Associates						



A.

RESOLUTION 2025-28

A RESOLUTION MAKING CERTAIN FINDINGS; AUTHORIZING A CAPITAL IMPROVEMENT PLAN; ADOPTING AN ENGINEER'S REPORT; PROVIDING AN ESTIMATED COST OF IMPROVEMENTS; ADOPTING AN ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING AND LEVYING DEBT ASSESSMENTS; ADDRESSING THE FINALIZATION OF SPECIAL ASSESSMENTS; ADDRESSING THE PAYMENT OF DEBT ASSESSMENTS AND THE METHOD OF COLLECTION; PROVIDING FOR THE ALLOCATION OF DEBT ASSESSMENTS AND TRUE-UP PAYMENTS; ADDRESSING GOVERNMENT PROPERTY, AND TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Coastal Ridge Community Development District ("District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"); and

WHEREAS, the District has previously indicated its intention to construct certain types of improvements and to finance such improvements through the issuance of bonds, notes or other specific financing mechanisms, which bonds, notes or other specific financing mechanisms would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("Board") has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments, and now desires to adopt a resolution imposing and levying such assessments as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

- 1. **AUTHORITY.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*. The recitals stated above are incorporated herein; are adopted by the Board as true and correct statements; and are further declared to be findings made and determined by the Board.
 - 2. **FINDINGS.** The Board further finds and determines as follows:

The Capital Improvement Plan

- a. The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management improvements, roadway improvements, water, reuse, sewer and electric improvements, landscaping and entranceway improvements, recreation facilities and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and
- b. On April 1, 2025, and pursuant to Section 170.03, *Florida Statutes*, among other laws, the Board adopted Resolution 2025-26 ("**Declaring Resolution**"), and in doing so determined

- to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District's capital improvements planned for all lands within the District ("**Project**"); and
- c. The Project is described in the Declaring Resolution and the Improvement Plan for the Coastal Ridge Community Development District dated February 21, 2025 ("Engineer's Report," attached hereto as Exhibit A and incorporated herein by this reference), and the plans and specifications for the Project are on file in the offices of the District Manager at c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("District Records Office"); and

The Debt Assessment Process

- d. Also as part of the Declaring Resolution, the Board expressed an intention to issue bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project, and further declared its intention to defray the whole or any part of the expense of the Projects by levying special assessments ("Debt Assessments") on specially benefited property within the District ("Assessment Area"); and
- e. The Declaring Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and
- f. As directed by the Declaring Resolution, said Declaring Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District; and
- g. As directed by the Declaring Resolution, the Board caused to be made a preliminary assessment roll as required by Section 170.06, *Florida Statutes*; and
- h. As required by Section 170.07, *Florida Statutes*, with Resolution 2025-16 the Board fixed the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel, and the Board further authorized publication of notice of such public hearing and individual mailed notice of such public hearing in accordance with Chapters 170, 190, and 197, *Florida Statutes*; and
- Notice of the scheduled public hearing was given by publication and also by mail as required by Sections 170.07 and 197.3632, Florida Statutes, and affidavits as to such publication and mailings are on file in the office of the Secretary of the District; and
- j. On April 1, 2025, and at the time and place specified in Resolution 2025-16, the Board conducted such public hearing and heard and considered all complaints and testimony as to the matters described above; the Board further met as an "Equalization Board;" and the Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and

Equalization Board Additional Findings

- k. Having considered the estimated costs of the Projects, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:
 - i. It is necessary to the public health, safety and welfare and in the best interests of the District that: (1) the District provide the Project as set forth in the Engineer's Report; (2) the cost of such Project be assessed against the lands specially benefited by such Project, and within the Assessment Area, as set forth in the Assessment Report; and (3) the District issue bonds, notes or other specific financing mechanisms to provide funds for such purposes pending the receipt of such Debt Assessments; and
 - ii. The provision of said Project, the levying of the Debt Assessments, and the sale and issuance of such bonds, notes, or other specific financing mechanisms serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and
 - iii. The estimated costs of the Project is as specified in the Engineer's Report and Assessment Report (defined below), and the amount of such costs is reasonable and proper; and
 - iv. It is reasonable, proper, just and right to assess the cost of such Projects against the properties specially benefited thereby in the Assessment Areas, using the method determined by the Board and set forth in the *Master Special Assessment Methodology Report*, dated March 3, 2025 ("Assessment Report," attached hereto as Exhibit B and incorporated herein by this reference), which results in the Debt Assessments set forth on the final assessment roll; and
 - v. The Project benefits the Assessment Area as set forth in the Assessment Report; and
 - vi. Accordingly, the Debt Assessments as set forth in the Assessment Report constitute a special benefit to the applicable parcels of real property listed on said final assessment roll, and the benefit, in the case of each such parcel, will be equal to or in excess of the Debt Assessments imposed thereon, as set forth in **Exhibit B**; and
 - vii. All developable property within the Assessment Area is deemed to be benefited by the Project, and the Debt Assessments will be allocated in accordance with the Assessment Report at **Exhibit B**; and
 - viii. The Debt Assessments are fairly and reasonably allocated across the benefitted property, as set forth in **Exhibit B**; and

- ix. It is in the best interests of the District that the Debt Assessments be paid and collected as herein provided; and
- x. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of the Debt Assessments, it is necessary for the District to issue revenue bonds, notes or other specific financing mechanisms, including refunding bonds (together, "Bonds").
- 3. **AUTHORIZATION FOR THE PROJECT; ADOPTION OF ENGINEER'S REPORT.** The Engineer's Report identifies and describes the infrastructure improvements to be financed in part with the Bonds, and sets forth the cost of the Project. The District hereby confirms that the Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Bonds is hereby authorized, approved and ratified, and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.
- 4. **ESTIMATED COST OF IMPROVEMENTS.** The total estimated cost of the Project and the cost to be paid by the Debt Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.
- 5. **ADOPTION OF ASSESSMENT REPORT.** The Assessment Report setting forth the allocation of Debt Assessments to the benefitted lands within the Assessment Area is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.
- 6. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF DEBT ASSESSMENTS.** The Debt Assessments imposed on the parcels specially benefited by the Project within the Assessment Area, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, the lien of Debt Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the District in the District's "**Improvement Lien Book**." The Debt Assessments levied against each respective parcel shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel, coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.
 - a. Supplemental Assessment Resolutions for Bonds. The lien for the Debt Assessments established hereunder shall be inchoate until the District issues Bonds. In connection with the issuance of any particular series of the Bonds, the District may adopt, without the need for further public hearing, a supplemental assessment resolution establishing specific Debt Assessments, in one or more separately enforceable Debt Assessment liens, securing such Bonds. Such subsequent resolutions shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Among other things, the supplemental assessment resolutions may provide for the issuance of multiple series of Bonds each secured by one or more liens imposed on all or a portion of the Assessment Area.

- b. Adjustments to Debt Assessments. The District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests of the District, as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.
- c. Contributions. In connection with the issuance of a series of the Bonds, the project developer may request that any related Debt Assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of an applicable acquisition agreement, and this resolution, the developer will agree to provide a contribution of infrastructure, work product, or land based on the lesser of cost basis or appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment under the Bonds.
- 7. **FINALIZATION OF DEBT ASSESSMENTS.** When the Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to Section 170.08, *Florida Statutes*, the District shall credit to each Debt Assessment the difference, if any, between the Debt Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond, note or other specific financing mechanism costs, capitalized interest, funded reserves or bond or other discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

8. PAYMENT OF DEBT ASSESSMENTS AND METHOD OF COLLECTION.

- a. **Payment.** The Debt Assessments, as further set forth in each supplemental assessment resolution, and securing the issuance of each series of the Bonds, may be paid in not more than thirty (30) yearly installments of principal and interest beginning upon the issuance of the particular series of the Bonds (and after taking into account any capitalized interest periods), provided, however, that the Board shall at any time make such adjustments by resolution, and at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.
- b. *Prepayment.* Subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Debt Assessments may, at its option, pre-pay the entire amount of the Debt Assessment any time, or a portion of the amount of the Debt Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Debt Assessments in question)), attributable to the property subject to Debt Assessments owned by such owner. Prepayment of Debt Assessments does not entitle the property owner to any discounts for early payment. If provided for under the supplemental indenture for the applicable series of bonds, the District may grant a

discount equal to any release from the applicable debt service reserve fund resulting from the prepayment.

- c. Uniform Method; Alternatives. The District may elect to use the method of collecting Debt Assessments authorized by Sections 197.3632 and 197.3635, Florida Statutes ("Uniform Method"). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, Florida Statutes. Such Debt Assessments may be subject to all of the collection provisions of Chapter 197, Florida Statutes. Notwithstanding the above, in the event the Uniform Method of collecting its Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Debt Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Debt Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Debt Assessments. The decision to collect Debt Assessments by any particular method – e.g., on the tax roll or by direct bill - does not mean that such method will be used to collect Debt Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- d. **Uniform Method Agreements Authorized.** For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.
- e. **Re-amortization.** Any particular lien of the Debt Assessments shall be subject to reamortization where the applicable series of Bonds is subject to re-amortization pursuant to the applicable trust indenture and where the context allows.

9. ALLOCATION OF DEBT ASSESSMENTS; APPLICATION OF TRUE-UP PAYMENTS.

- a. At such time as parcels of land, or portions thereof, are included in a plat or site plan, it shall be an express condition of the lien established by this Resolution that, prior to County approval, any and all plats or site plans for any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the Debt Assessments securing each series of Bonds to be reallocated to the units being included in the plat or site plan and the remaining property in accordance with **Exhibit B**, and cause such reallocation to be recorded in the District's Improvement Lien Book.
- b. Pursuant to the Assessment Report, attached hereto as Exhibit B, and which terms are incorporated herein, there may be required from time to time certain true-up payments. When a plat or site plan is presented to the District, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a

net shortfall in the overall principal amount of assessments reasonably able to be assigned to benefitted lands within the Assessment Area. Such determination shall be made based on the language in this Resolution and/or the tests or other methods set forth in Exhibit B (if any), or any tests or methods set forth in a supplemental assessment resolution and corresponding assessment report. If the overall principal amount of assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of Exhibit B (or any supplemental resolution and report, as applicable), to the platted and site planned lands as well as the undeveloped lands, then a debt reduction payment ("True-Up Payment") in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands, in addition to any regular assessment installment. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. In the event a True-Up Payment is due and unpaid, the lien established herein for the True-Up Payment amount shall remain in place until such time as the True-Up Payment is made. The District shall record all True-Up Payments in its Improvement Lien Book.

- c. In connection with any true-up determination, affected landowner(s) may request that such true-up determination be deferred because the remaining undeveloped lands are able to support the development of all of the originally planned units within the Assessment Area. To support the request, the affected landowner(s) shall provide the following evidence for the District's consideration: a) proof of the amount of entitlements remaining on the undeveloped lands within the Assessment Area, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Any deferment shall be in the District's reasonable discretion.
- d. The foregoing is based on the District's understanding that the community would be developed with the type and number of units set forth in Exhibit B, on the developable acres. However, more than the stated number of units may be developed. In no event shall the District collect Debt Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology to any assessment reallocation pursuant to this paragraph would result in Debt Assessments collected in excess of the District's total debt service obligations for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Debt Assessments.
- e. As set forth in any supplemental assessment resolution and/or supplemental assessment report for a specific series of Bonds, the District may assign a specific debt service assessment lien comprising a portion of the Debt Assessments to the Assessment Area, and, accordingly, any related true-up determinations may be limited to determining whether the planned units for such specified lands in the Assessment Area have been

and/or will be developed.

- **10. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT.** Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Debt Assessments without specific consent thereto. If at any time, any real property on which Debt Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Debt Assessments thereon), or similarly exempt entity, all future unpaid Debt Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.
- 11. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of the County in which the District is located, which notice shall be updated from time to time in a manner consistent with changes in the boundaries of the District.
- **12. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
- **13. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
 - **14. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 6TH DAY OF MAY 2025.

ATTEST:	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT	
Secretary / Assistant Secretary	Chairman / Vice Chairman	

Exhibit A: Engineer's Report **Exhibit B:** Assessment Report

Exhibit A *Engineer's Report*

IMPROVEMENT PLAN

for the

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

Prepared for

Board of Supervisors

Coastal Ridge Community Development District

Prepared by

England, Thims & Miller, Inc. 14775 St. Augustine Road Jacksonville, Florida 32258 904-642-8990

20-088-08

February 21, 2025

TABLE OF CONTENTS

Background	3 - 5
Coastal Ridge CDD Summary of Development (Table I)	3 - 4
MASTER INFRASTRUCTURE IMPROVEMENTS	6 - 11
Summary of Master Infrastructure Costs (Table II)	7
Master Infrastructure Improvements	
Trading Post Drive, EverRange Pkwy, and Rustic Ridge Ancillary Roadway Infrastructure, Utilities, Landscape, Hardscape, and Electric	8 - 9
Potential Future Expansion Parcel Roadway Improvements	10
Master Recreation Improvements	10
Basis of Cost Estimates	11
NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS	12 - 16
Summary of Neighborhood Infrastructure Costs (Table III)	13
Coastal Ridge CDD Neighborhood Infrastructure Improvements	14 - 15
Basis of Cost Estimates	16
Appendix	17

BACKGROUND

The Coastal Ridge Community Development District (CDD) is a ±1,002.30-acre residential development located in Duval County, Florida. The authorized land uses within the Coastal Ridge CDD may include conservation and residential development as well as open space and recreational amenities. There are ±1,482.98-acres of adjacent lands that may serve as potential future expansion parcels for the Coastal Ridge CDD (See *Exhibit 1*, Location Map). The full development within the Coastal Ridge CDD boundary will include approximately the number of units listed in Table 1A and for potential future expansion parcels listed in Table 1B. Currently EVRDEV, LLC owns all of the land within the Coastal Ridge Community Development District (CDD). EVRDEV, LLC and Big Creek Timber, LLC owns all of the land within the potential future expansion parcels.

TABLE 1A COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF DEVELOPMENT

	Coastal Ridge CDD	
ТҮРЕ	Estimated Units	Estimated Areas
Residential Development		
➤ Single Family (SF)	1,011 units	295.80 acres
> Townhomes (TH)	90 units	9.50 acres
Road Rights-of-Way	n/a	96.20 acres
Parks and Recreation	n/a	4.00 acres
Wetland/Open Space, Miscellaneous	n/a	596.80 acres
TOTALS	1,101 units	1,002.30 acres

Coastal Ridge CDD		
ESTIMATED UNIT TYPE	TOTAL	
TH	90	
SF 40'	107	
SF 50'	387	
SF 60'	416	
SF 70'	72	
SF 80'	29	
TOTALS	1,101	

(Note: Certain land uses may change provided that such changes are consistent with the land use)

TABLE 1B COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF DEVELOPMENT FOR POTENTIAL FUTURE EXPANSION PARCELS

	Potential Future Expansion Parcel 1			ure Expansion cel 2
ТҮРЕ	Estimated Units	Estimated Areas	Estimated Units	Estimated Areas
Residential Development				
➤ Single Family	0 units		933 units	224.20 acres
> Townhomes	142 units	13.30 acres	2,552 units	319.00 acres
Road Rights-of-Way	n/a	3.10 acres	n/a	148.90 acres
Parks and Recreation	n/a	0.95 acres	n/a	38.90 acres
Wetland/Open Space, Miscellaneous	n/a	0.40 acres	n/a	621.99 acres
TOTALS		17.75 acres		1,352.99 acres

	Potential Future Expansion Parcel 3	
ТҮРЕ	Estimated Units	Estimated Areas
Residential Development		
➤ Single Family	0 units	
> Townhomes	294 units	32.80 acres
Road Rights-of-Way	n/a	6.87 acres
Parks and Recreation	n/a	1.80 acres
Wetland/Open Space, Miscellaneous	n/a	70.77 acres
TOTALS		112.24 acres

(Note: Certain land uses may change provided that such changes are consistent with the land use)

To serve the residents of the Coastal Ridge Community Development District, the District has developed the following Improvement Plan to allow it to fund and construct certain utility, transportation and recreational facilities within the District. The Improvement Plan contained in this report reflects the present intentions of the Coastal Ridge Community Development District. The Improvement Plan may be modified in the future.

The Community Development District area may be served by the improvements listed in the "Summary of Master Infrastructure Costs" in Table 2A and for potential future expansion parcels listed in Table 2B. These improvements include improvements associated with the roadway such as ancillary roadway infrastructure, utilities, landscape and irrigation, hardscape, signage, electric, and lighting, as well as recreational facilities, including passive trails throughout the district, that are associated with the Community Development District and a multi-use path along Trading Post Drive, EverRange Parkway and Rustic Ridge Drive. In addition to the master infrastructure, there is additional neighborhood infrastructure that will benefit their respective neighborhoods and these costs are shown in Table 3A and for potential future expansion parcels listed in Table 3B. A description and basis of costs for each improvement is included in the body of this report.

Improvements contemplated in this plan comply with requirements set forth in the City of Jacksonville land use and zoning regulations. All improvements will be located in Duval County.

Permitting for the improvements described in this plan is ongoing. The delineation of jurisdictional wetlands for all land within the Coastal Ridge CDD has been surveyed, reviewed and approved by the St. Johns River Water Management District (SJRWMD). The SJRWMD has approved an Environmental Resource Permit #183922-2 to establish the jurisdictional wetlands, impacts, overall mitigation plan, roadway infrastructure and master stormwater. The Florida Department of Environmental Protection (FDEP) has issued permit #16-0426940-001-SFI.

The City of Jacksonville has issued permits for Trading Post Drive and EverRange Parkway under CDN 10479.00 and CDN 10479.01. The Florida Department of Transportation has issued a permit for drainage under permit 2023-D-00063 and utility permit 2023H-294-00436. Master utility improvements within this report have been designed consistent with JEA utility cost participation policy for the development within Coastal Ridge CDD. There is a reasonable expectation that the permits for the balance of the CDD improvements are obtainable, however, all permits are subject to final engineering and permitting.

Cost estimates contained in this report are based upon year 2025 dollars, and have been prepared based on the best available information and in some cases without the benefit of final engineering design or environmental permitting. England, Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based on planning, final engineering and approvals from regulatory agencies.

MASTER INFRASTRUCTURE IMPROVEMENTS

TABLE 2A

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF MASTER INFRASTRUCTURE COSTS

	Costal Ridge CDD
Improvement Description	Estimated Total CDD Cost
US 1 Roadway Improvements	\$5,205,762
Trading Post Drive and EverRange Parkway Infrastructure, Utilities, Landscape, Hardscape, and Electric*	\$36,003,789
Rustic Ridge Drive Infrastructure, Utilities, Landscape, Hardscape, and Electric*	\$1,888,142
Stormwater Management and Conveyance System	\$16,986,189
Master Recreational Improvements	\$14,000,000
Planning, Engineering, Survey, and Regulatory (15%)	\$11,112,582
Contingency (10%)	\$8,519,646
Total Master Infrastructure Costs	\$93,716,110

^{*}Does not include Grand Total \$13,402,945.00 of JEA Utility Cost Participation Reimbursement (Notes: Cost estimates in this report are based upon 2025 dollars.)

TABLE 2B COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF MASTER INFRASTRUCTURE COSTS FOR POTENTIAL FUTURE EXPANSION PARCELS

	Potential Future Expansion Parcels
Improvement Description	Estimated Total CDD Cost
Master Infrastructure, Stormwater, Utilities, Landscape, and Hardscape	\$68,542,876
Master Recreational Improvements	\$18,200,000
Planning, Engineering, Survey, and Regulatory (15%) Contingency (20%)	\$13,011,431 \$19,950,862
Total Master Infrastructure Costs	\$119,705,169

(Notes: Cost estimates in this report are based upon 2025 dollars.)

TRADING POST DRIVE AND EVERRANGE PARKWAY IMPROVEMENTS

Trading Post Drive and EverRange Parkway are collector roads that will be extending north-south direction through the Coastal Ridge Community Development District boundary. Trading Post Drive will extend from US1 and terminate approximately 1,500 LF where the roadway intersects with EverRange Parkway. The intersection of Trading Post Drive and EverRange Parkway will be a roundabout. EverRange Parkway will extend from US1 approximately 17,000 LF through the CDD boundary. To accommodate the connection of Trading Post Drive and EverRange Parkway to US1, US1 will have improvements done to including left and right turn lanes into the CDD. There may also be a multi-use path along EverRange Parkway. Roadway construction began late 2023 and is anticipated to be complete in early 2026. Certain infrastructure within and adjacent to the Trading Post Drive and EverRange Parkway right of way may be funded, designed and constructed by the CDD. These improvements may include ancillary roadway infrastructure, utilities, landscape and irrigation, hardscape and signage, electric and lighting, and future signalized intersections. Once completed, Trading Post Drive and EverRange Parkway will be owned and maintained by the City of Jacksonville. These improvements are depicted on Exhibit 6.

RUSTIC RIDGE DRIVE IMPROVEMENTS

Rustic Ridge Drive is a collector road that will be extending east-west direction through the Coastal Ridge Community Development District boundary. Rustic Ridge Drive intersects with EverRange Parkway just north of the proposed roundabout and extends approximately 1,200 LF east through the CDD boundary. There may also be a multi-use path along Rustic Ridge Drive. Roadway construction began late 2024 and is anticipated to be complete mid 2025. Certain infrastructure within and adjacent to the Rustic Ridge Drive right of way may be funded, designed and constructed by the CDD. These improvements may include ancillary roadway infrastructure, utilities, landscape and irrigation, hardscape and signage, electric and lighting, and future signalized intersections. Once completed, Rustic Ridge Drive will be owned and maintained by the City of Jacksonville. These improvements are depicted on Exhibit 6.

Ancillary Roadway Infrastreuture

The CDD may fund ancillary roadway infrastructure and modifications to the original road design. Certain survey, engineering, permitting, and construction costs for the primary thoroughfare of Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive will be/have been paid for by the developer and may be funded or reimbursed by the CDD. This roadway infrastructure may include; turn lanes, road extensions, road widening, and roadway modifications from the original design.

Utilities

The entirety of the Coastal Ridge CDD will be provided with potable water, sanitary sewer, and reuse water services by the Jacksonville Electric Authority (JEA) utility system. The Coastal Ridge CDD presently intends to fund and construct certain master utility facilities within and adjacent to the District boundary. These facilities include the transmission (trunk) water main, reclaimed water main, and sewer main (forcemain). These mains are located within the right of way of Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive. There may also be gravity sewer crossings installed under EverRange Parkway to serve future neighborhoods that will share pump stations. These improvements are depicted on Exhibit 5, pages 1-3.

Master utility improvements within this report have been designed consistent with JEA utility cost participation policy for the development within Coastal Ridge CDD and portions of the improvements are anticipated to be funded by JEA. The master utility improvements will be owned and maintained by JEA upon dedication.

Landscape and Irrigation

The CDD may fund and construct the landscape, sod, planting, berm, irrigation and other decorative features along Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive. The CDD may fund and construct landscape and irrigation costs along the entire length of Trading Post Drive, EverRange Parkway and Rustic Ridge Drive.

Hardscape and Signage

The CDD may fund and construct hardscape features within and adjacent to the Trading Post Drive, EverRange Parkway and Rustic Ridge Drive right of way. Features may include, but are not limited to, signage and entry features, masonry walls, fencing, etc.

Electric and Lighting

The electric distribution system through the Coastal Ridge CDD is currently planned to be underground. The CDD presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by JEA electric. Electric facilities will be owned and maintained by JEA after dedication. The CDD presently intends to fund the cost to purchase and install the roadway lighting along Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive. These lights will be owned, operated and maintained by the City of Jacksonville after dedication.

POTENTIAL FUTURE EXPANSION PARCEL ROADWAY IMPROVEMENTS

Adjacent lands that may serve as potential future expansion parcels for the Coastal Ridge CDD may require north-south and east-west collector roadways. North-south roadway would be a continuation of EverRange Parkway to the north and east-west would be a continuation of existing Apex Trail to the east.

Certain infrastructure within and adjacent to the future expansion parcels collector roadway right of way may be funded, designed and constructed by the CDD. These improvements may include ancillary roadway infrastructure, utilities, landscape and irrigation, hardscape and signage, electric and lighting, and future signalized intersections. Once completed, these roadways will be owned and maintained by the City of Jacksonville. These improvements are depicted on Exhibit 6.

MASTER RECREATIONAL IMPROVEMENTS

The Coastal Ridge CDD presently intends to fund a master amenity center located near the middle of the Coastal Ridge CDD boundary. This amenity center is planned to be the largest within the Coastal Ridge CDD and will serve all of the neighborhoods within the CDD. The basic components of this facility may include, but is not limited to:

- ► Clubhouse
- **▶** Bathrooms
- ► Pool(s)
- ► Playground equipment
- ► Recreational Trails
- Parking
- ► Landscape, irrigation, hardscape and lighting
- ▶ Dog park
- ► Pickleball courts
- Recreational Pond and Associated Facilities

The Coastal Ridge CDD may fund smaller community parks throughout the district. Individual neighborhoods may also choose to construct their own amenity center(s). Costs for these amenity centers are included in the "Neighborhood Infrastructure" section of this improvement plan.

BASIS OF MASTER INFRASTRUCTURE COST ESTIMATES

The following is the basis for the master infrastructure cost estimates; actual project bid information was used where available:

- Costs utilized were obtained from recent historical bids for similar work in this area and are not based on approved plans.
- ➤ Costs for underground electric conduit along Trading Post Drive, EverRange Parkway and Rustic Ridge Drive have been included.
- Costs for roadway lighting have been included.
- Engineering fees are included in the estimate.
- No costs have been included for the acquisition of roadway rights-of-way.
- For the purposes of this report, a 10% contingency factor has been included for Coastal Ridge CDD master infrastructure and a 20% contingency factor has been included for Coastal Ridge CDD Potential Expansion Parcels master infrastructure. A lower contingency percentage was used for the Coastal Ridge CDD master infrastructure due to the current contracts in place and current status of development.
- ➤ Cost estimates included in this report are based upon year 2025 dollars and have been prepared based upon the best available information. England, Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon best available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities.

NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS

TABLE 3A

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF NEIGHBORHOOD INFRASTRUCTURE COSTS

	Costal Ridge CDD
Improvement Description	Estimated Total CDD Cost
Neighborhood Utilities (Water, Reclaimed Water, and Gravity Sewer Collection)	\$21,120,000
Neighborhood Roadways (excluding utilities and including storm sewer)	\$23,760,000
Neighborhood Landscape, Hardscape, Recreational Improvements	\$1,101,000
Stormwater Management, Flood Control, and Groundwater Control	\$6,791,100
Planning, Engineering, Survey, and Regulatory (15%)	\$7,915,815
Contingency (20%)	12137583
Total Neighborhood Infrastructure Costs	\$72,825,498

(Notes: Cost estimates in this report are based upon 2025 dollars.)

TABLE 3B COASTAL RIDGE

COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF NEIGHBORHOOD INFRASTRUCTURE COSTS POTENTIAL FUTURE EXPANSION PARCELS

	Potential Future Expansion Parcels
Improvement Description	Estimated Total CDD Cost
Neighborhood Utilities (Water, Reclaimed Water, and Gravity Sewer Collection)	\$48,540,000
Neighborhood Roadways (excluding utilities and including storm sewer)	\$54,607,500
Neighborhood Landscape, Hardscape, Recreational Improvements	\$3,921,000
Stormwater Management, Flood Control, and Groundwater Control	\$18,250,050
Planning, Engineering, Survey, and Regulatory (15%)	\$18,797,783
Contingency (20%)	\$28,823,267
Total Neighborhood Infrastructure Costs	\$172,939,599

(Notes: Cost estimates in this report are based upon 2025 dollars.)

COASTAL RIDGE CDD NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS

The Coastal Ridge Community Development District presently intends to fund certain neighborhood infrastructure improvements for each neighborhood within the District boundaries. The Neighborhood Infrastructure improvements include construction of the basic infrastructure for each neighborhood, including but not limited to: engineering/permitting, clearing and grubbing, earthwork, collector roadways and associated drainage, underground conduit to facilitate street lighting, landscaping, irrigation, hardscape, neighborhood signage, neighborhood parks, neighborhood amenity centers, sewage pump stations, water/sewer/reuse transmission lines, subdivision roadways and associated drainage located within the road right of way.

The cost estimate for the collector roadways included in the neighborhood infrastructure improvements are based upon a 34 foot pavement width, curb and gutter section roadway, within a 80 foot wide right-of-way. The cost estimate for the subdivision roadways included in the neighborhood infrastructure improvements are based upon a 24 foot pavement width, curb and gutter section roadway, within a 50 foot wide right-of-way. The clearing, grubbing and earthwork estimates include work necessary for the right-of-way area, and includes utility easements for underground electrical conduit for roadway street lighting. Disturbed areas within the rights-of-way that are outside of the paved areas will be sodded and/or seeded and grassed to provide erosion and sediment control in accordance with City of Jacksonville standards.

Drainage cost estimates included in the neighborhood infrastructure improvements provide for the collection and conveyance of stormwater runoff from the collector roadways, subdivision roadways, flood control, groundwater control, surface and subsurface drainage improvements in accordance with St. Johns River Water Management District and City of Jacksonville standards. Costs include stormwater management facilities, drainage catch basins, inlets, and underground storm piping. Stormwater management facilities provide for the attenuation and treatment of stormwater runoff from the project in accordance with St. Johns River Water Management District and City of Jacksonville standards. As part of the complete stormwater management system, earthwork will include portions of residential lots as needed to collect stormwater runoff into the stormwater management facilities. This earthwork will include placing fill above the pond 100-year pond design high water elevation and to provide positive discharge from the residential lots to the storm sewer collection system.

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

The neighborhood infrastructure improvements shall be designed and constructed to City of Jacksonville, JEA, Florida Department of Environmental Protection, and St. Johns River Water Management District standards. Collector roadways shall be owned and maintained by the City of Jacksonville. Water, sewer, and reuse facilities shall be owned and maintained by JEA. The Coastal Ridge CDD or neighborhood HOA will maintain drainage improvements outside of the public right of ways.

Neighborhood Amenity Centers

Neighborhoods within the CDD may have additional amenity centers to directly serve the individual neighborhoods. These neighborhood amenity centers are typically not as large as the master amenity center. The basic components of this facility may include but is not limited to:

- ► Clubhouse
- ► Fitness equipment
- ► Tennis Courts
- ▶ Bathrooms and locker area
- ► Pool(s)
- ► Playground equipment
- ► Barbeque grills and picnic tables
- ► Parking
- ► Landscape, irrigation, hardscape and lighting
- ▶ Trails
- ► Multi-use fields
- ► Pickleball courts

Neighborhood Parks

Several neighborhood parks may be located throughout each of the neighborhoods within the Coastal Ridge CDD. These parks may be within the subdivisions and may include; tot lots, walking/fitness paths, multi-use fields, etc. The cost of these neighborhood parks is included within the per lot Neighborhood Infrastructure cost in Table III.

BASIS OF NEIGHBORHOOD INFRASTRUCTURE COST ESTIMATES

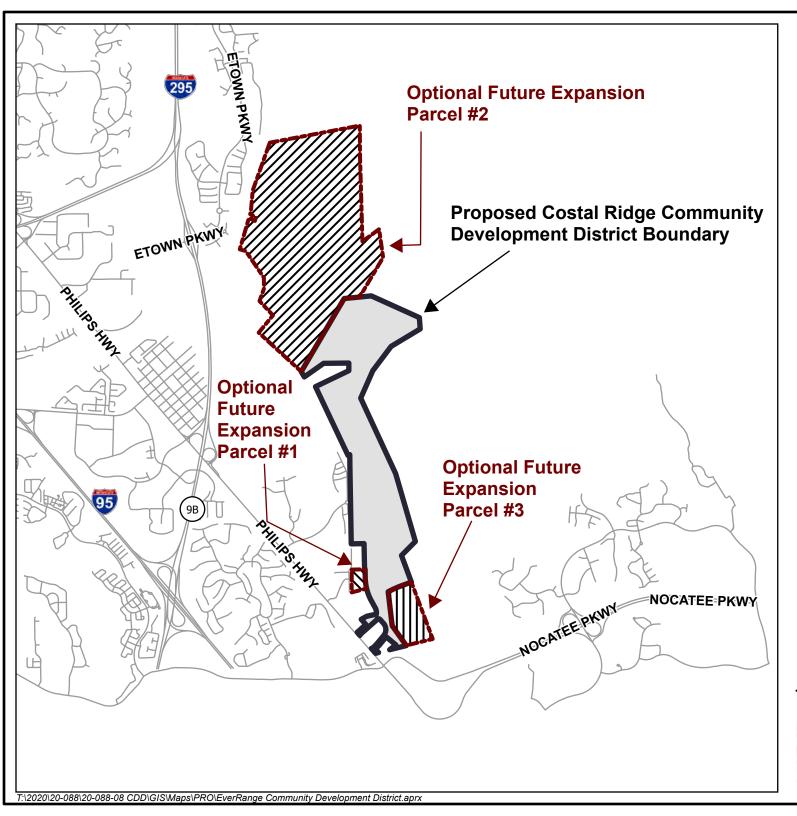
The following is the basis for the neighborhood infrastructure cost estimates:

- Neighborhood Infrastructure costs include collector roads, neighborhood signage, neighborhood amenity centers, neighborhood parks, subdivision roads, clearing, and filling. Costs for development were obtained utilizing an estimated engineering and construction cost of \$49,850 per single-family unit and \$26,375 per townhome unit based on recent historical bids for similar work in this area.
- ➤ This report will include a 20% contingency to account for unknows and inflation.
- ➤ Water and Sewer Facilities will be designed in accordance with JEA and FDEP standards.
- The engineering and permitting fees have been included in the estimated cost.
- No costs have been included for the acquisition of roadway rights-of-way.
- Cost estimates contained in this report are based upon year 2025 dollars.
- ➤ Cost estimates have been prepared based upon the best available information, but without the benefit of final engineering design or environmental permitting. England, Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities.

APPENDIX Description

Exhibits

1		General Location Map
2		District Legal Description
3		District Boundary
	a.	Coastal Ridge CDD
	b.	Optional Future Expansion Parcel 1
	c.	Optional Future Expansion Parcel 2
	d.	Optional Future Expansion Parcel 3
4		Existing Future Land Use
5		Utility Exhibits
	a.	Master Water Plan
	b.	Master Waste Water Plan
	c.	Master Reuse Water Plan
6		Master Transportation Plan
7		District Facilities and Services
8		Cost Estimate Sheet



Coastal Ridge Community Development District

Exhibit 1

General Location

November 15, 2023

Coastal Ridge Community Development

Boundary Optional

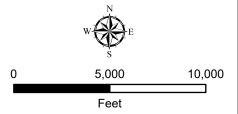
Expansion Parcel #1

Optional

Expansion Parcel #2

Optional

Expansion Parcel #3



Source: ETM, Duval County



England-Thims & Tiller, Inc.

DECLINE: BEGINN TO NO THIS MAP IS SERVED TO DOUTHARD IN

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14775 Old St. Augustine Road Jacksonville, FL 32258 904-642-8990 • Fax: 904-646-9485 • www.etminc.com



October 30, 2024 Page 1 of 3 Work Order No. 24-585.00 File No. 130G-02.00A

Coastal Ridge Community Development District Boundary

A portion of Sections 15, 16, 22, 27 and 34, together with portions of Section 41 of the G.I.F. Clarke Grant, Section 42 of the Sam Fairbanks Grant, Section 43 of the James Hall Grant, and Section 48 of the Christopher Minchen Grant, all lying in Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeasterly corner of Section 21, said Township and Range; thence Northerly along the Easterly line of said Section 21 the following 5 courses: Course 1, thence North 00°38'54" West, 615.70 feet; Course 2, thence South 64°32'22" West, 98.99 feet; Course 3, thence North 25°18'58" West, 3966.16 feet; Course 4, thence North 64°24'35" East, 1926.90 feet; Course 5, thence North 00°26'43" West, 399.70 feet to the Northeasterly corner thereof; thence South 89°14'34" West, along the Northerly line of said Section 21, a distance of 1310.35 feet; thence South 55°11'05" West, continuing along said Northerly line, 1231.18 feet; thence North 29°42'19" West, departing said Northerly line, 314.83 feet; thence North 30°22'52" East, 4414.25 feet; thence North 84°29'40" East, 1415.26 feet; thence South 65°46'19" East, 2751.03 feet; thence South 04°23'55" East, 595.55 feet; thence South 59°07'50" West, 1769.76 feet; thence South 36°55'53" West, 1581.86 feet; thence South 23°53'04" West, 1559.34 feet; thence South 24°47'43" East, 4334.68 feet to the Northwesterly corner of Section 44 of the G.I.F. Clarke Grant, said Township and Range; thence South 16°16'53" East, along the Westerly line of said Section 44, a distance of 3684.61 feet to the Southwesterly corner thereof; thence South 44°59'03" West, 1027.20 feet to the Northwesterly corner of Section 47 of the G.I.F. Clarke Grant, said Township and Range; thence South 20°30'17" East, along the Westerly line of said Section 47, a distance of 4641.98 feet to its intersection with the Northerly line of Conservation Easement Parcel "E", as described and recorded in Official Records Book 17745, page 1343, of said current Public Records, said line also being the Northwesterly line of Tract "A", as described and recorded in Official Records Book 9494, page 905, of said current Public Records; thence South 75°59'11" West, along said Northwesterly line, 2321.06 feet to a point lying on the boundary line of Parcel 100, as described and recorded in Official Records Book 12718, page 1001, of said current Public Records; thence along said boundary line the following 5 courses: Course 1, thence North 51°51'13" East, departing said Northwesterly line, 422.98 feet; Course 2, thence North 50°43'44" West, 658.35 feet; Course 3, thence South 39°16'16" West, 611.00 feet; Course 4, thence South 48°23'52" West, 234.00 feet; Course 5, thence South 41°36'08" East, 256.16 feet to the Southwesterly corner thereof, said corner lying on said Northwesterly line of Tract "A"; thence South 75°59'11" West, along said Northwesterly line, 157.83 feet; thence North 41°19'43" West, departing said Northwesterly line and along a line 30 feet Northeasterly of and parallel with the Northeasterly right of way line of U.S. Highway No. 1 (Philips Highway), a variable width right of way as presently established, 329.18 feet; thence South 86°19'59" East, 39.91 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2940.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 08°35'23", an arc length of 440.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°50'21" East, 440.35 feet; thence North 39°32'40" East, 461.79 feet to the point of

Coastal Ridge Community Development District Boundary (continued)

curvature of a curve concave Westerly having a radius of 490.00 feet; thence Northerly along the arc of said curve, through a central angle of 80°59'48", an arc length of 692.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00°57'14" West, 636.44 feet; thence North 41°27'08" West, 269.45 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet; thence Westerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 157.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 86°27'08" West, 141.42 feet; thence South 48°32'52" West, 1206.28 feet; thence South 02°10'35" West, 40.89 feet; thence North 41°19'43" West, along a line 30 feet Northeasterly of and parallel with said Northeasterly right of way line of U.S. Highway No. 1, a distance of 219.36 feet to its intersection with the Southeasterly line of those lands described and recorded in Official Records Book 18184, page 1682, of said current Public Records; thence North 48°35'05" East, along said Southeasterly line, 606.56 feet to the Easterly most corner thereof; thence North 41°20'35" West, along the Northeasterly line of said Official Records Book 18184, page 1682, a distance of 363.37 feet; thence North 60°42'08" East, departing said Northeasterly line, 322.13 feet; thence North 77°11'21" East, 427.87 feet; thence South 75°27'20" East, 77.24 feet to a point on a non-tangent curve concave Westerly having a radius of 490.00 feet; thence Northerly along the arc of said curve, through a central angle of 43°19'48", an arc length of 370.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°07'14" West, 361.79 feet; thence North 28°47'08" West, 428.38 feet to the point of curvature of a curve concave Easterly having a radius of 2560.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°19'18", an arc length of 684.58 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°07'29" West, 682.54 feet; thence South 75°47'43" West, along a non-tangent line, 774.14 feet to a point lying on the Westerly line of said Section 34; thence North 01°12'10" West, along said Westerly line, 1177.38 feet to the Northwesterly corner thereof; thence North 89°00'20" East, along the Northerly line of said Section 34, a distance of 667.54 feet to its intersection with the Southerly prolongation of the Easterly line of those lands described and recorded in Official Records Book 19061, page 203, of said current Public Records; thence North 00°59'45" West, departing said Northerly line, along said Southerly prolongation, along said Easterly line, and along the Easterly line of those lands described and recorded in Official Records Book 19577, page 2109, of said current Public Records, a distance of 1343.31 feet to the Northeasterly corner thereof; thence South 88°40'15" West, along the Northerly line of said Official Records Book 19577, page 2109, a distance of 667.52 feet to the Northwesterly corner thereof, said corner lying on the Westerly line of said Section 27; thence North 00°59'51" West, along said Westerly line, 4027.38 feet to the Northwesterly corner thereof and the Point of Beginning.

Less and Except from the above described lands the following Exception Parcels:

Exception 1

A portion of Section 34, together with a portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Coastal Ridge Community Development District Boundary (continued)

For a Point of Beginning, commence at the Northwesterly corner of said Section 34; thence North 89°00'20" East, along the Northerly line of said Section 34, a distance of 697.54 feet; thence South 00°59'45" East, departing said Northerly line, 177.82 feet; thence South 08°28'38" West, 30.38 feet; thence South 00°59'45" East, 114.05 feet; thence Due East, 5.00 feet; thence South 00°59'45" East, 125.85 feet to the point of curvature of a curve concave Easterly having a radius of 2560.00 feet; thence Southerly along the arc of said curve, through a central angle of 12°28'05", an arc length of 557.08 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°13'47" East, 555.98 feet; thence South 75°47'43" West, along a non-tangent line, 774.14 feet to a point lying on the Westerly line of said Section 34; thence North 01°12'10" West, along said Westerly line, 1177.38 feet to the Point of Beginning.

Exception 3

A portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

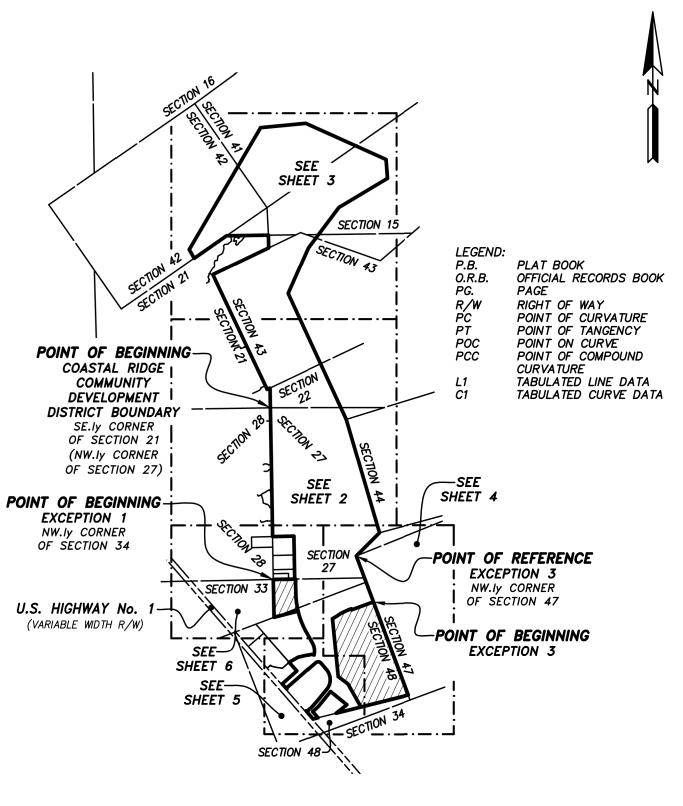
For a Point of Reference, commence at the Northwesterly corner of Section 47 of the G.I.F. Clarke Grant, said Township and Range; thence South 20°30'17" East, along the Westerly line of said Section 47, a distance of 1529.81 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 20°30'17" East, along said Westerly line of Section 47, a distance of 3112.17 feet to its intersection with the Northerly line of Conservation Easement Parcel "E", as described and recorded in Official Records Book 17745, page 1343, said line also being the Northwesterly line of Tract "A", as described and recorded in Official Records Book 9494, page 905, both of the current Public Records of said county; thence South 75°59'11" West, departing said Westerly line and along said Northwesterly line, 1522.61 feet; thence North 29°32'37" West, departing said Northwesterly line, 827.53 feet; thence North 52°36'42" West, 382.57 feet; thence North 05°44'28" West, 1817.60 feet; thence North 61°20'47" East, 153.07 feet; thence North 54°51'28" East, 137.22 feet; thence North 62°34'38" East, 169.80 feet to the point of curvature of a curve concave Southeasterly having a radius of 937.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°16'14", an arc length of 118.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 66°12'45" East, 118.89 feet; thence North 69°50'52" East, 91.51 feet; thence South 00°59'31" East, 28.94 feet; thence South 21°09'09" East, 10.16 feet; thence North 69°50'52" East, 729.53 feet to the Point of Beginning.

Containing 1002.30 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

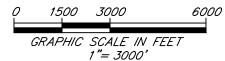
A PORTION OF SECTIONS 15, 16, 22, 27 AND 34, TOGETHER WITH PORTIONS OF SECTION 41 OF THE G.I.F. CLARKE GRANT, SECTION 42 OF THE SAM FAIRBANKS GRANT, SECTION 43 OF THE JAMES HALL GRANT, AND SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, ALL LYING IN TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



SHEET 1 OF 6

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- BEARINGS BASED ON THE EASTERLY LINE OF SECTION 21 AS BEING NORTH 00°39'59" WEST.

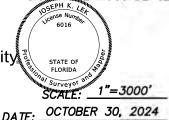


SURVEYING & MAPPING

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Certificate of Authorization No: LB 3624

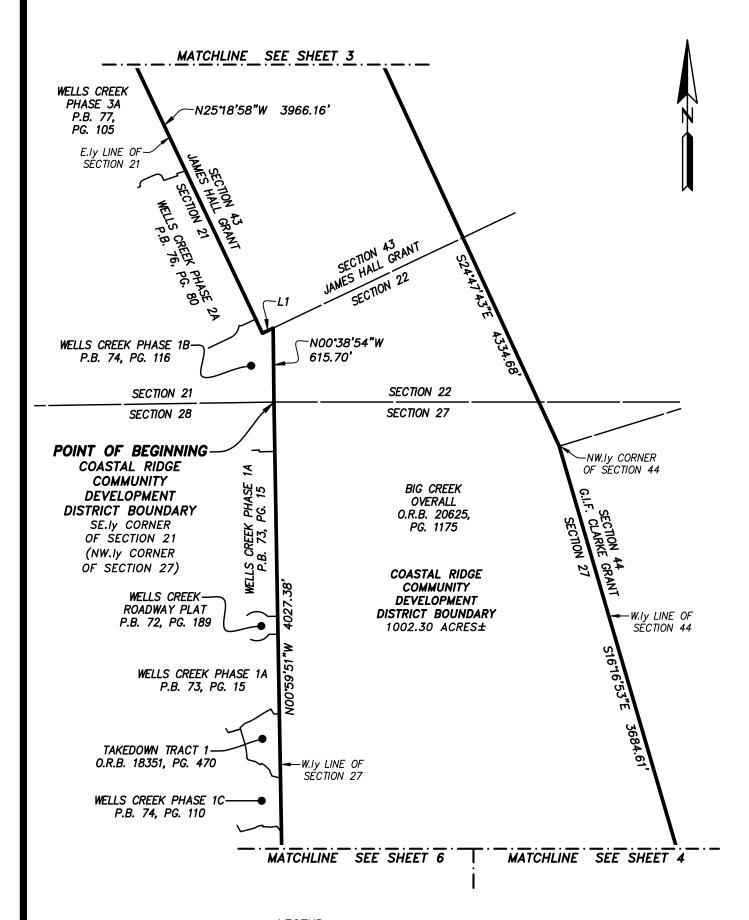
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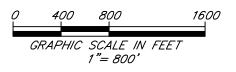
Joseph X. Lh

JOSEPH K. LEK PROFESSIONAL SURVEYOR AND MAPPER STATE of FLORIDA LS No. 6016 A PORTION OF SECTIONS 15, 16, 22, 27 AND 34, TOGETHER WITH PORTIONS OF SECTION 41 OF THE G.I.F. CLARKE GRANT, SECTION 42 OF THE SAM FAIRBANKS GRANT, SECTION 43 OF THE JAMES HALL GRANT, AND SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, ALL LYING IN TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S64°32'22"W	98.99'

LEGEND:
P.B. PLAT BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
PCC POINT OF COMPOUND
CURVATURE
L1 TABULATED LINE DATA
C1 TABULATED CURVE DATA



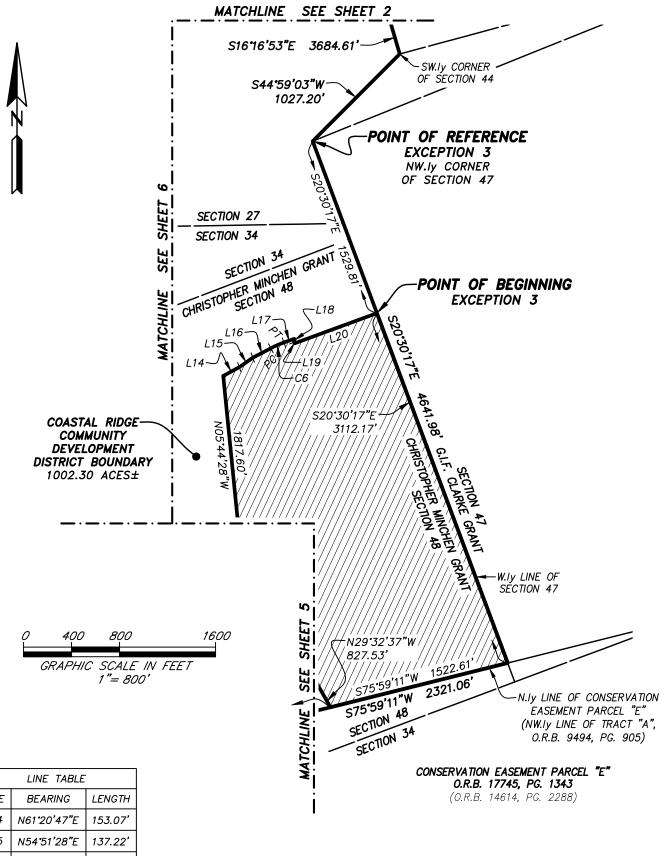
PREPARED BY:

ETM SURVEYING & MAPPING, INC. 14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FL 32258 (904) 642–8550 CERTIFICATE OF AUTHORIZATION NO. LB 3624

SHEET 2 OF 6
SEE SHEET 1 FOR GENERAL NOTES.

A PORTION OF SECTIONS 15, 16, 22, 27 AND 34, TOGETHER WITH PORTIONS OF SECTION 41 OF THE G.I.F. CLARKE GRANT, SECTION 42 OF THE SAM FAIRBANKS GRANT, SECTION 43 OF THE JAMES HALL GRANT, AND SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, ALL LYING IN TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA. N84°29'40"E 1415.26 S65:46'19"E SECTION AT GRANT
G.I.F. CLARKE
SECTION 15 COASTAL RIDGE COMMUNITY DEVELOPMENT S04°23'55"E DISTRICT BOUNDARY 595.55 1002.30 ACRES± 559.07.50°W 1769.76 BIG CREEK SAM FAIRBANNS GRANT **OVERALL** O.R.B. 20625, PG. 1175 SECTION -NE.Iy CORNER OF SECTION 21 る SECTION 15 SECTION 15 SECTION 22 SECTION 21 N.Iy LINE OF SECTION 21 WELLS CREEK PHASE 4 WELLS CREEK PG. 162 SECTION 22 SECTION 22 JAMES HALL GRANT SECTION 43 N64.24.35"E 1926.90 E.Iy LINE OF SÉCTION 21 S24°47'43"E 4334.68 N2518'58"W 3966.16' LINE TABLE IINF BFARING I FNGTH MATCHLINE SEE SHEET 2 L2 N00°26'43"W 399.70 L3 S89°14'34"W 1310.35 L4 S55*11'05"W 1231.18' N29°42'19"W 314.83 LEGEND: PLAT BOOK P.R. OFFICIAL RECORDS BOOK O.R.B. PG. PAGE PAGE
RIGHT OF WAY
POINT OF CURVATURE
POINT OF TANGENCY
POINT ON CURVE
POINT OF COMPOUND
CURVATURE
TABULATED LINE DATA
TABULATED CURVE DATA R/W PC PT 400 800 1600 POC PCC SCALE IN FEET 1"= 800' GRAPHIC L1 C1 PREPARED BY: ETM SURVEYING & MAPPING, INC. SHEET 3 OF 6 14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FL 32258 (904) 642–8550 CERTIFICATE OF AUTHORIZATION NO. LB 3624 SEE SHEET 1 FOR GENERAL NOTES.

A PORTION OF SECTIONS 15, 16, 22, 27 AND 34, TOGETHER WITH PORTIONS OF SECTION 41 OF THE G.I.F. CLARKE GRANT, SECTION 42 OF THE SAM FAIRBANKS GRANT, SECTION 43 OF THE JAMES HALL GRANT, AND SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, ALL LYING IN TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



LINE TABLE					
LINE	BEARING	LENGTH			
L14	N61°20'47"E	153.07'			
L15	N54°51'28"E	137.22'			
L16	N62°34'38"E	169.80'			
L17	N69°50'52"E	91.51'			
L18	S00°59'31"E	28.94'			
L19	S21°09'09"E	10.16'			
L20	N69°50'52"E	729.53			

CURVE TABLE						
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	
C6	937.50'	7"16'14"	118.97'	N66°12'45"E	118.89'	

LEGEND: PLAT BOOK OFFICIAL RECORDS BOOK P.B. O.R.B. PG. PAGE R/W PC PT RIGHT OF WAY
POINT OF CURVATURE
POINT OF TANGENCY
POINT ON CURVE
POINT OF COMPOUND POC PCC CURVATURE TABULATED LINE DATA

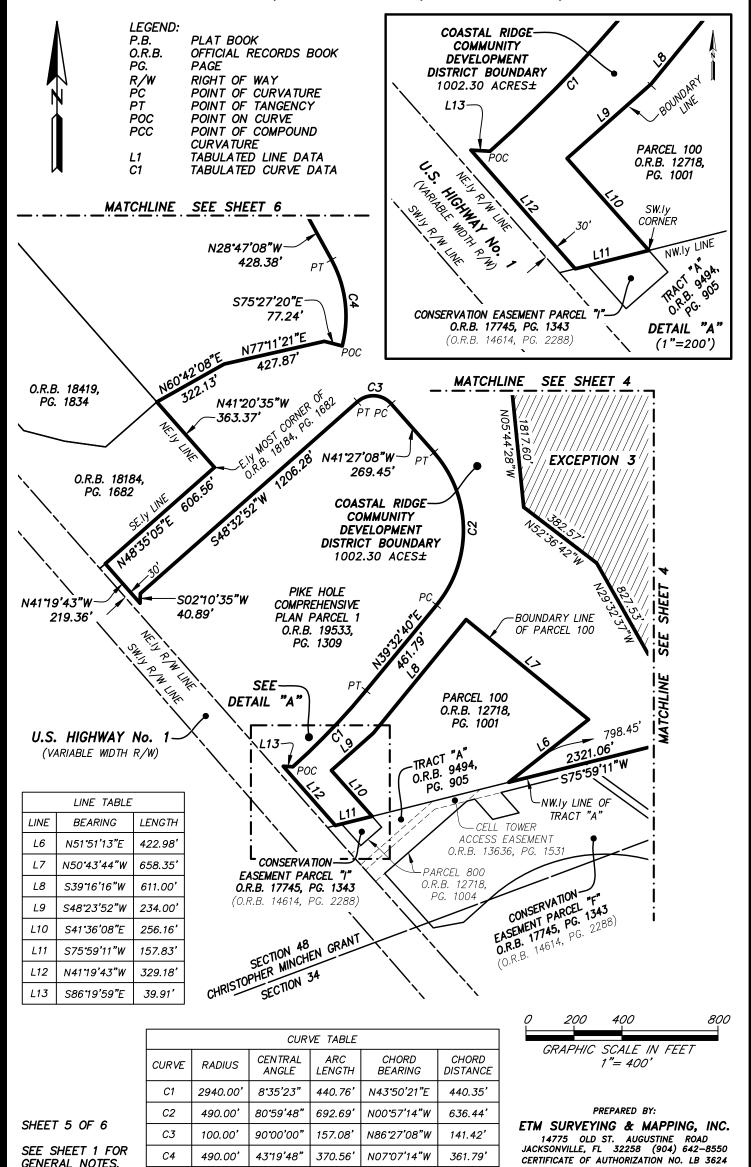
L1 C1

PREPARED BY:

TABULATED CURVE DATA

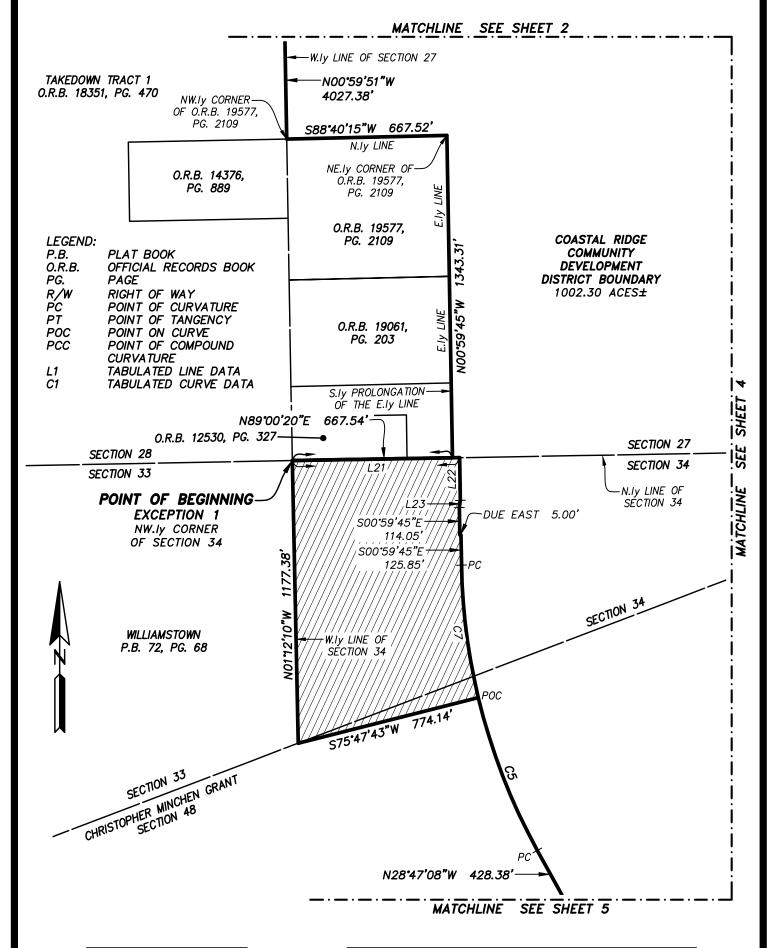
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SHEET 4 OF 6 SEE SHEET 1 FOR GENERAL NOTES. A PORTION OF SECTIONS 15, 16, 22, 27 AND 34, TOGETHER WITH PORTIONS OF SECTION 41 OF THE G.I.F. CLARKE GRANT, SECTION 42 OF THE SAM FAIRBANKS GRANT, SECTION 43 OF THE JAMES HALL GRANT, AND SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, ALL LYING IN TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



GENERAL NOTES.

A PORTION OF SECTIONS 15, 16, 22, 27 AND 34, TOGETHER WITH PORTIONS OF SECTION 41 OF THE G.I.F. CLARKE GRANT, SECTION 42 OF THE SAM FAIRBANKS GRANT, SECTION 43 OF THE JAMES HALL GRANT, AND SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, ALL LYING IN TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



LINE TABLE						
LINE	BEARING	LENGTH				
L21	N89°00'20"E	697.54				
L22	S00°59'45"E	177.82'				
L23	S08*28'38"W	30.38'				

CURVE TABLE									
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE				
C5	2560.00'	15°19'18"	684.58'	N21°07'29"W	682.54'				
C7	2560.00'	12 ° 28 ' 05"	557.08'	S07°13'47"E	555.98'				

0 200 400 800 GRAPHIC SCALE IN FEET 1"= 400'

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SHEET 6 OF 6

SEE SHEET 1 FOR GENERAL NOTES.



October 30, 2024

Work Order No. 24-585.00 File No. 130G-02.00B

Optional Future Expansion Parcel #1

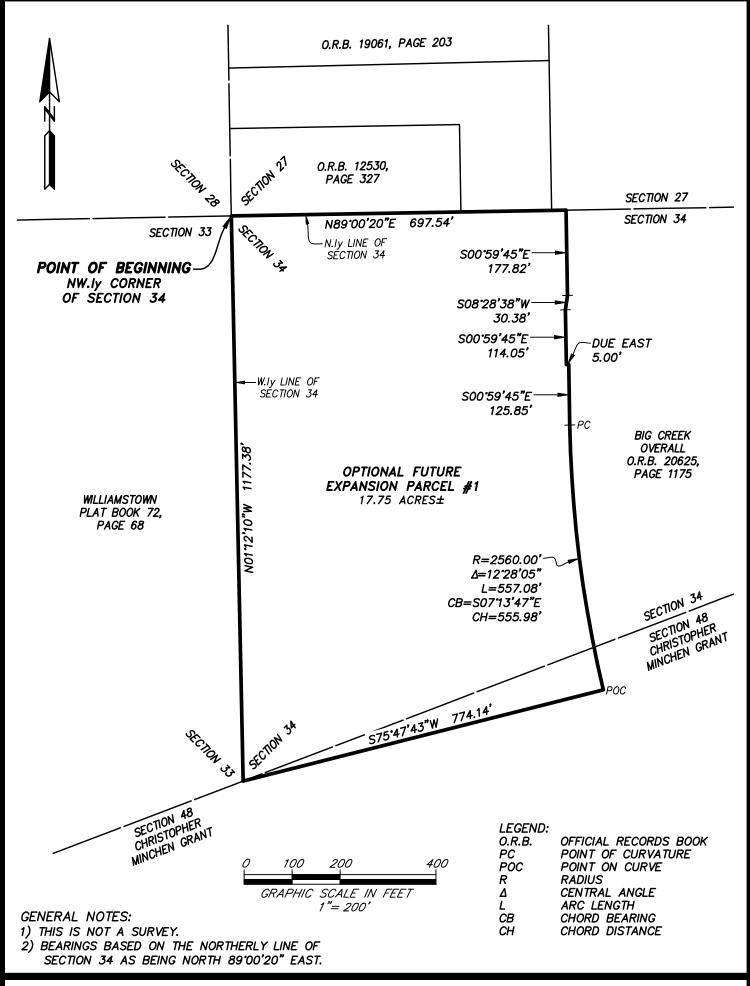
A portion of Section 34, together with a portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northwesterly corner of said Section 34; thence North 89°00'20" East, along the Northerly line of said Section 34, a distance of 697.54 feet; thence South 00°59'45" East, departing said Northerly line, 177.82 feet; thence South 08°28'38" West, 30.38 feet; thence South 00°59'45" East, 114.05 feet; thence Due East, 5.00 feet; thence South 00°59'45" East, 125.85 feet to the point of curvature of a curve concave Easterly having a radius of 2560.00 feet; thence Southerly along the arc of said curve, through a central angle of 12°28'05", an arc length of 557.08 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°13'47" East, 555.98 feet; thence South 75°47'43" West, along a non-tangent line, 774.14 feet to a point lying on the Westerly line of said Section 34; thence North 01°12'10" West, along said Westerly line, 1177.38 feet to the Point of Beginning.

Containing 17.75 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 34, TOGETHER WITH A PORTION OF SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

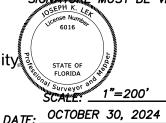




14775 Old St. Augustine Rd. (904) (904) (904) (905) (905) (907) (9

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JOSEPH K. LEK
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 6016



October 30, 2024 Page 1 of 2 Work Order No. 24-585.00 File No. 130G-02.00D

Optional Future Expansion Parcel #2

A portion of Sections 3, 4, 8, 9, 10 and 16, together with portions of Section 41 of the G.I.F. Clarke Grant, and Section 42 of the Sam Fairbanks Grant, all lying in Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southerly most corner of E-Town Commercial Parcel Phase 1, recorded in Plat Book 74, page 139, of the current Public Records of said county; thence North 56°47'47" East, along the Easterly line of said E-Town Commercial Parcel Phase 1, a distance of 1747.63 feet; thence North 16°19'17" East, continuing along said Easterly line, 1040.30 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 16°19'17" East, along said Easterly line of E-Town Commercial Parcel Phase 1, a distance of 1707.42 feet to its intersection with the boundary line of Apex Trail Extension, recorded in Plat Book 78, page 60, of said current Public Records; thence along said boundary line the following 3 courses: Course 1, thence South 62°52'06" East, departing said Easterly line, 337.99 feet; Course 2, thence North 16°35'51" East, 203.43 feet; Course 3, thence North 62°52'06" West, 338.99 feet to its intersection with the Easterly line of E-Town Overall Parcel, as described and recorded in Official Records Book 18197, page 1321, of said current Public Records; thence North 16°19'17" East, departing said boundary line and along said Easterly line, 128.14 feet; thence North 04°56'56" East, continuing along said Easterly line and along the Easterly line of ETown Parcel E2 Phase One, recorded in Plat Book 72, page 110, of said current Public Records, 1113.94 feet; thence North 19°40'49" East, continuing along said Easterly line and along the Easterly lines of ETown Parcel E2 Phase Two, recorded in Plat Book 75, page 95, and Edison Parcel 4 – Phase 2, recorded in Plat Book 76, page 59, both of said current Public Records, 2645.59 feet; thence North 79°15'07" East, departing last said Easterly line, 4768.14 feet to a point lying on the Easterly line of Comprehensive Plan Parcel 6, as described and recorded in Official Records Book 19533, page 1309, of said current Public Records; thence South 00°40'26" East, along said Easterly line, 1648.90 feet to the Southeasterly corner thereof, said corner also being the Northeasterly corner of Comprehensive Plan Parcel 7, as described and recorded in said Official Records Book 19533, page 1309; thence South 01°37'26" East, along the Easterly line of said Comprehensive Plan Parcel 7, a distance of 4389.07 feet to the Southeasterly corner thereof; thence North 53°38'49" East, along the Northeasterly prolongation of the Southerly line of said Comprehensive Plan Parcel 7, a distance of 1078.35 feet; thence South 07°59'21" East, 1483.42 feet; thence South 30°40'56" West, 2397.78 feet to a point lying on the Northerly line of Big Creek Overall, as described and recorded in Official Records Book 20625, page 1175, of said current Public Records; thence South 84°29'40" West, along said Northerly line, 811.02 feet; thence South 30°22'52" West, continuing along said Northerly line, 4414.25 feet to the Northwesterly corner thereof; thence North 47°31'57" West, 3005.05 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 18610, page 1206, of said current Public Records; thence Northerly along said Easterly line the following 6 courses: Course 1, thence North 39°15'49" East, 1169.08 feet; Course 2, thence North 43°28'52"

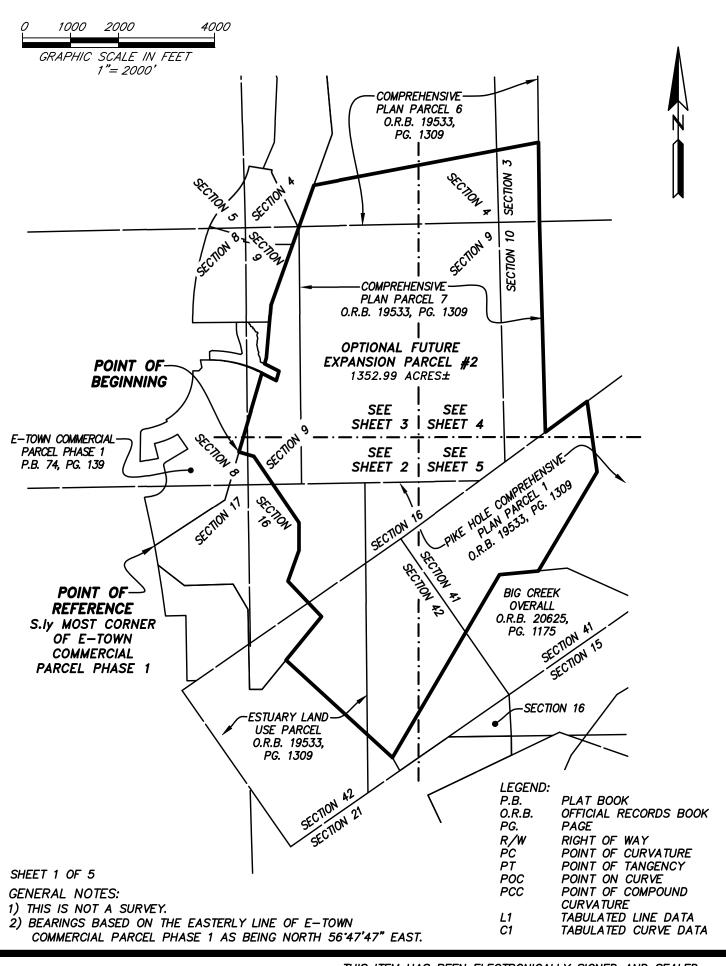
Optional Future Expansion Parcel #2 (continued)

West, 1017.94 feet; Course 3, thence North 19°46'37" East, 683.01 feet; Course 4, thence Due North, 575.00 feet; Course 5, thence North 34°08'04" West, 1677.85 feet; Course 6, thence North 74°18'56" West, 324.11 feet to the Point of Beginning.

Containing 1352.99 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 3, 4, 8, 9, 10 AND 16, TOGETHER WITH PORTIONS OF SECTION 41 OF THE G.I.F. CLARKE GRANT, AND SECTION 42 OF THE SAM FAIRBANKS GRANT, ALL LYING IN TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.





14775 Old St. Augustine Rd. Jacksonville, Florida 32258 Certificate of Authorization No: LB 3624

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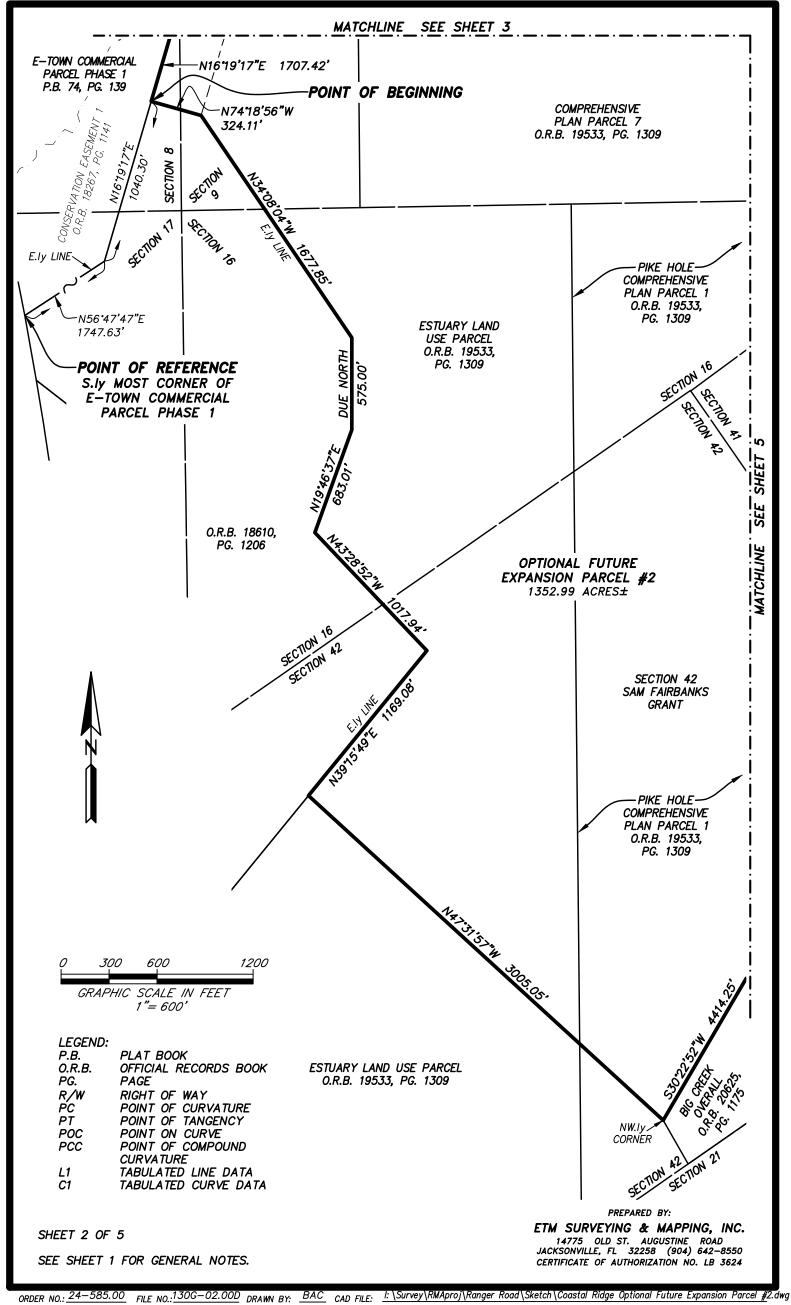
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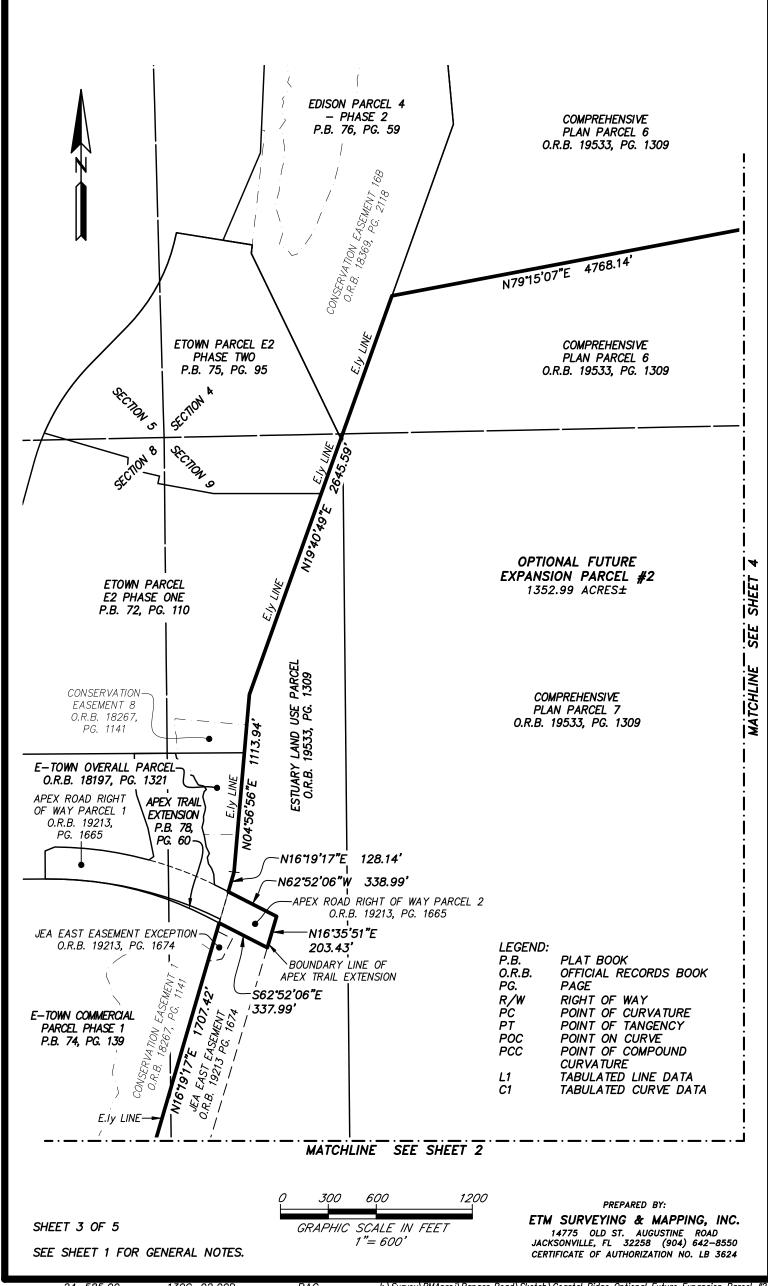
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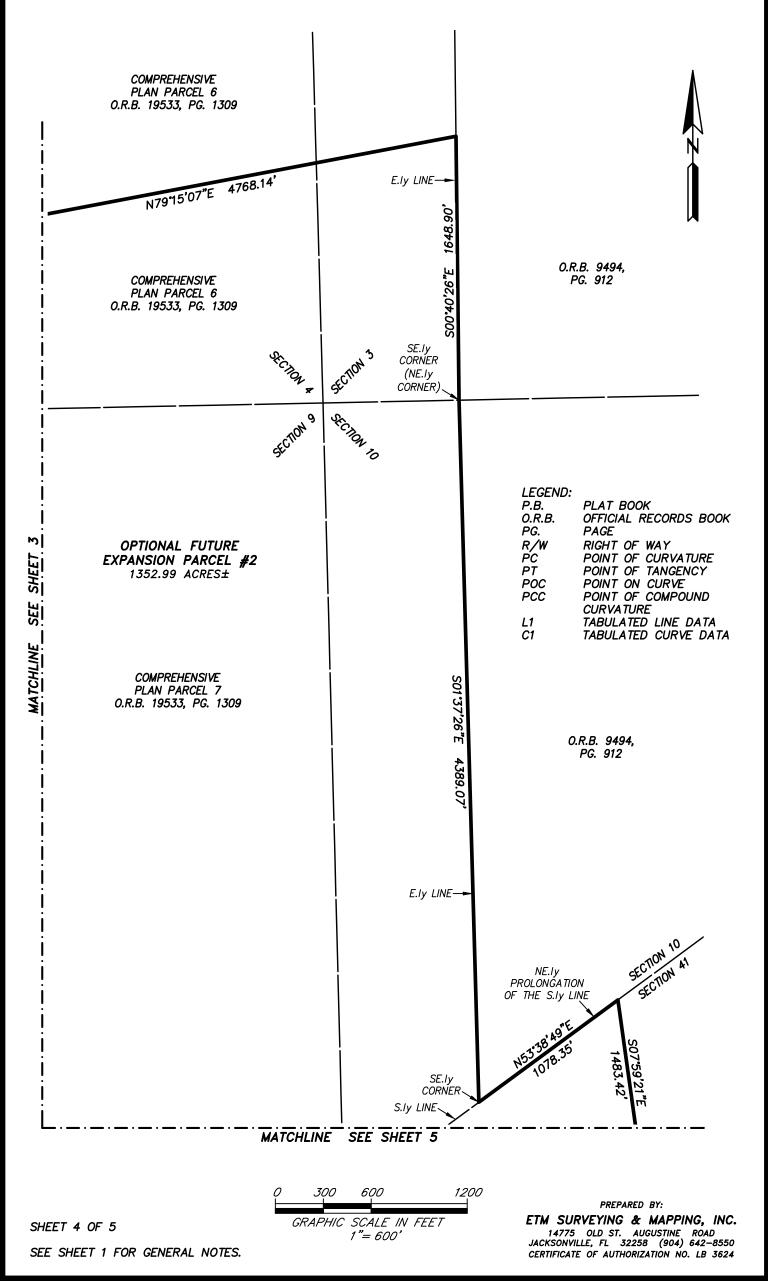


get X. La JOSEPH K. LEK PROFESSIONAL SURVEYOR AND MAPPER STATE of FLORIDA

LS No. 6016







MATCHLINE SEE SHEET 4 SECTION 10 **COMPREHENSIVE** PLAN PARCEL 7 O.R.B. 19533, PG. 1309 SECTION 41 SECTION 9 SECTION 16 SECTION 41 G.I.F. CLARKE GRANT PIKE HOLE COMPREHENSIVE PLAN PARCEL 1 O.R.B. 19533, PG. 1309 OPTIONAL FUTURE EXPANSION PARCEL #2 1352.99 ACRES± SEE_SHEET S84°29'40"W 811.02' N.Iy LINE MATCHLINE SECTION 42 SAM FAIRBANKS GRANT BIG CREEK **OVERALL** O.R.B. 20625, PG. 1175 300 600 1200 SCALE IN FEET **GRAPHIC** 1"= 600' LEGEND: P.B. O.R.B. PLAT BOOK OFFICIAL RECORDS BOOK PAGE PG. RIGHT OF WAY
POINT OF CURVATURE
POINT OF TANGENCY
POINT ON CURVE
POINT OF COMPOUND R/W PC PT POC PCC CURVATURE
TABULATED LINE DATA
TABULATED CURVE DATA C1 PREPARED BY: ETM SURVEYING & MAPPING, INC. 14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FL 32258 (904) 642-8550 CERTIFICATE OF AUTHORIZATION NO. LB 3624 SHEET 5 OF 5 SEE SHEET 1 FOR GENERAL NOTES.



October 30, 2024

Work Order No. 24-585.00 File No. 130G-02.00C

Optional Future Expansion Parcel #3

A portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

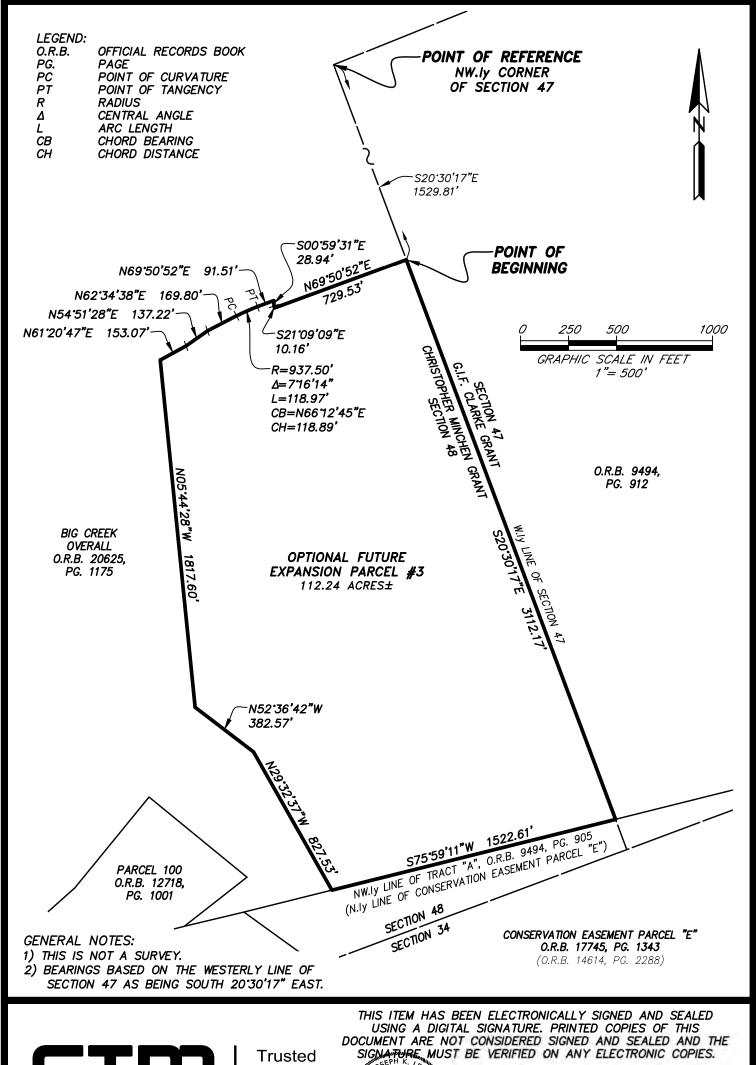
For a Point of Reference, commence at the Northwesterly corner of Section 47 of the G.I.F. Clarke Grant, said Township and Range; thence South 20°30'17" East, along the Westerly line of said Section 47, a distance of 1529.81 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 20°30'17" East, along said Westerly line of Section 47, a distance of 3112.17 feet to its intersection with the Northerly line of Conservation Easement Parcel "E", as described and recorded in Official Records Book 17745, page 1343, said line also being the Northwesterly line of Tract "A", as described and recorded in Official Records Book 9494, page 905, both of the current Public Records of said county; thence South 75°59'11" West, departing said Westerly line and along said Northwesterly line, 1522.61 feet; thence North 29°32'37" West, departing said Northwesterly line, 827.53 feet; thence North 52°36'42" West, 382.57 feet; thence North 05°44'28" West, 1817.60 feet; thence North 61°20'47" East, 153.07 feet; thence North 54°51'28" East, 137.22 feet; thence North 62°34'38" East, 169.80 feet to the point of curvature of a curve concave Southeasterly having a radius of 937.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°16'14", an arc length of 118.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 66°12'45" East, 118.89 feet; thence North 69°50'52" East, 91.51 feet; thence South 00°59'31" East, 28.94 feet; thence South 21°09'09" East, 10.16 feet; thence North 69°50'52" East, 729.53 feet to the Point of Beginning.

Containing 112.24 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 48 OF THE CHRISTOPHER MINCHEN GRANT, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.





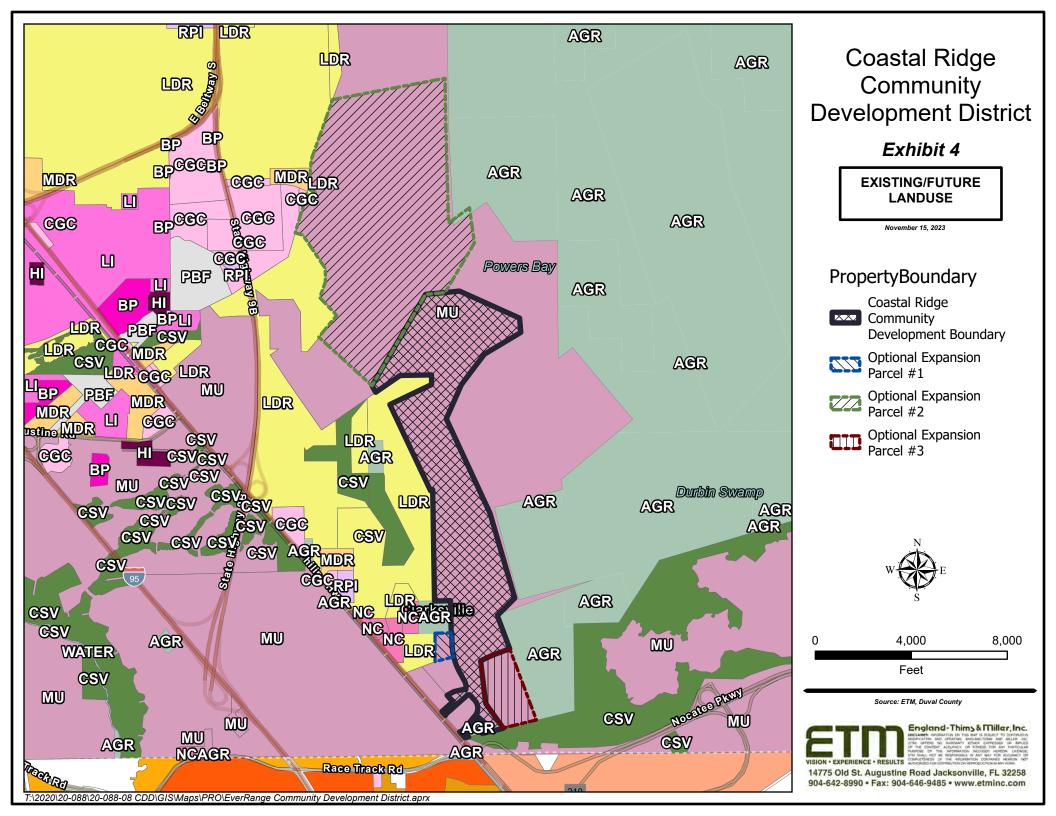
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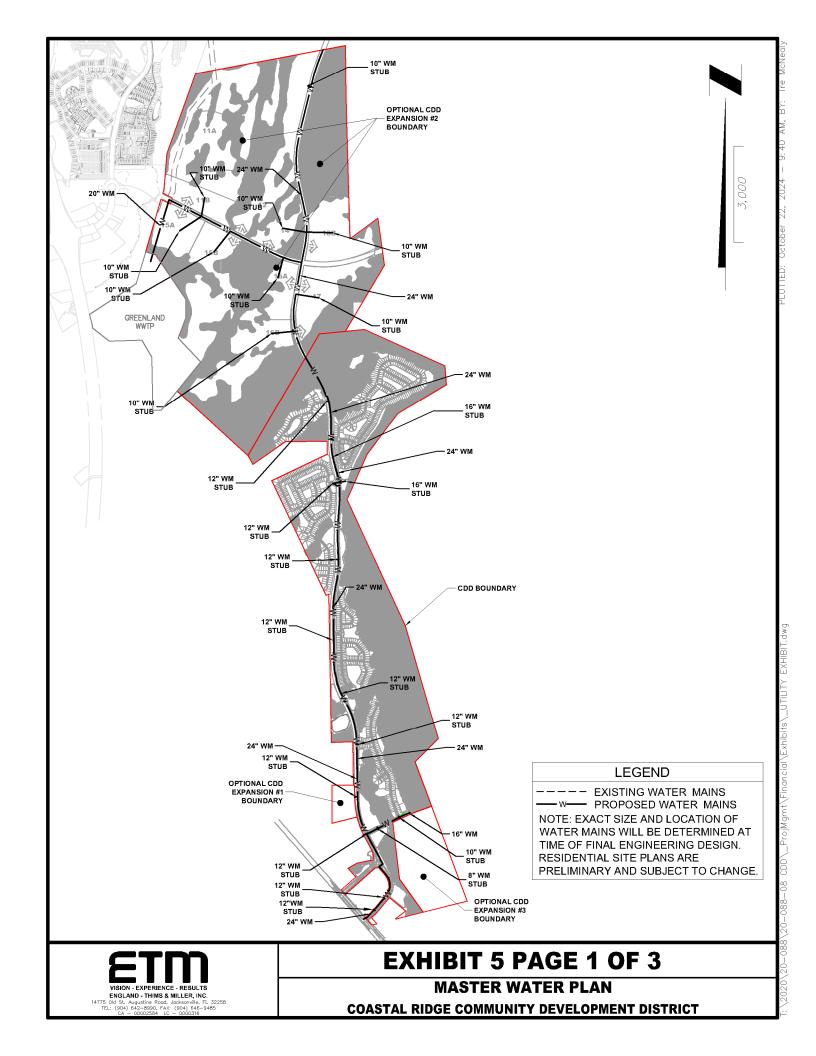
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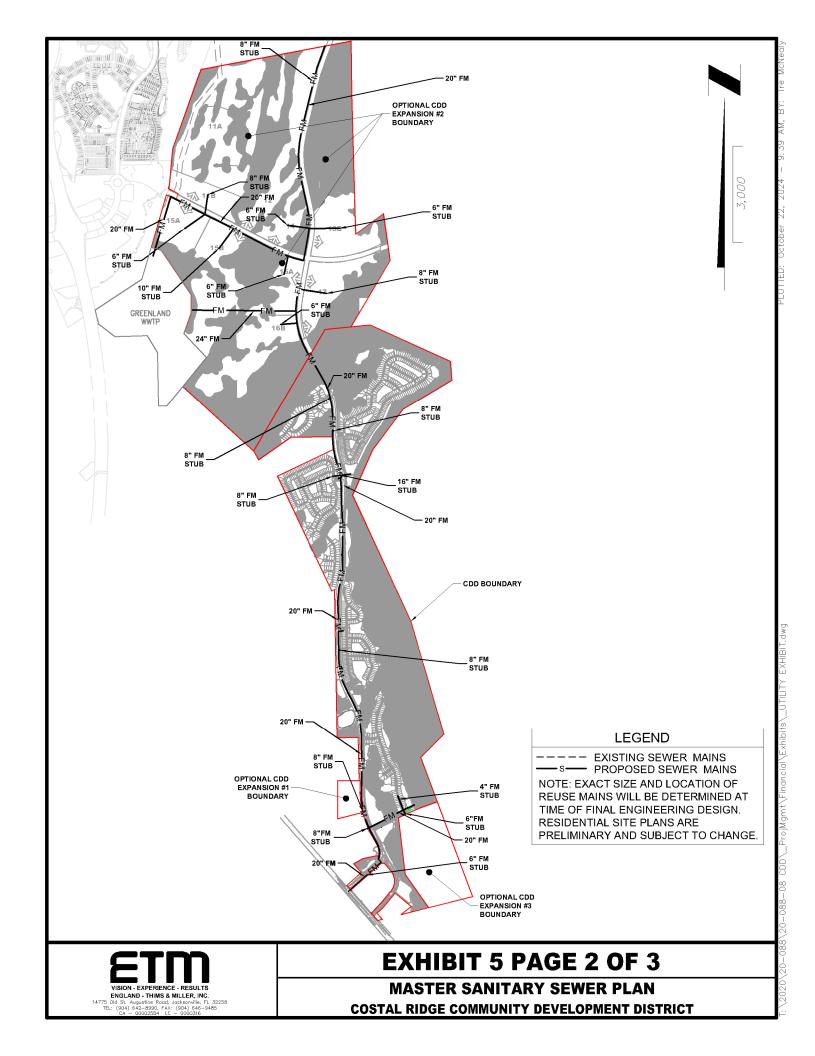
Trusted Advisors, Creating

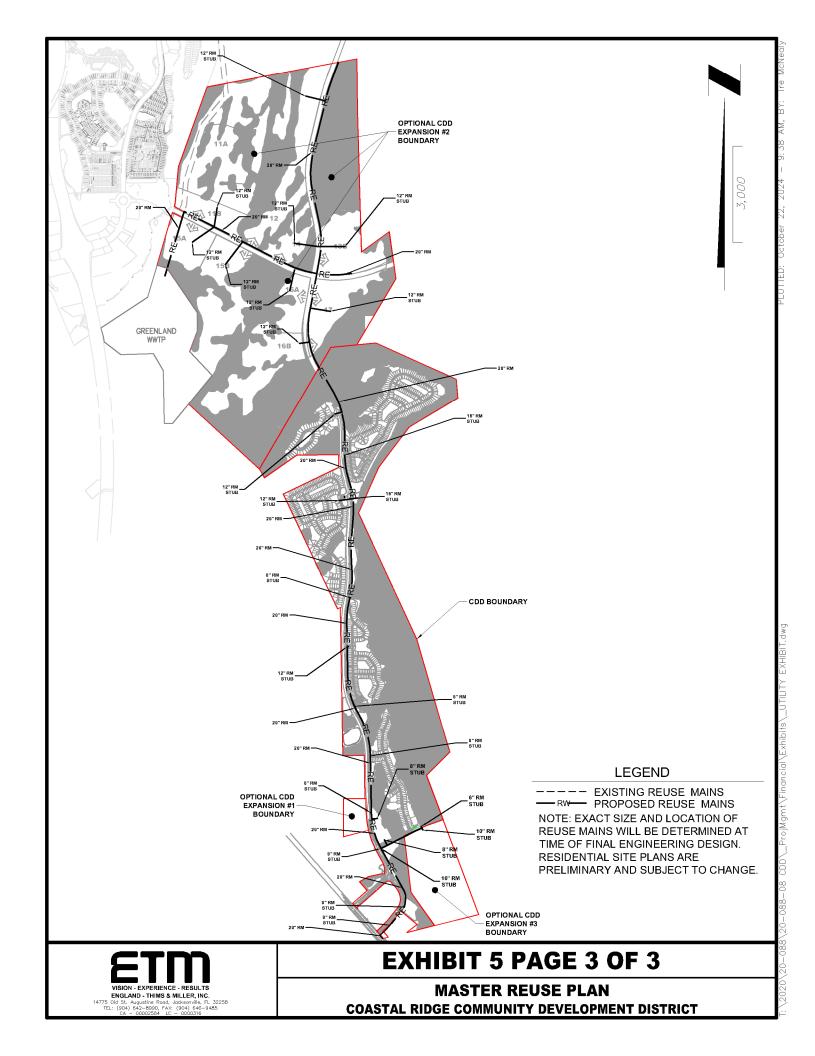
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JOSEPH K. LEK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6016









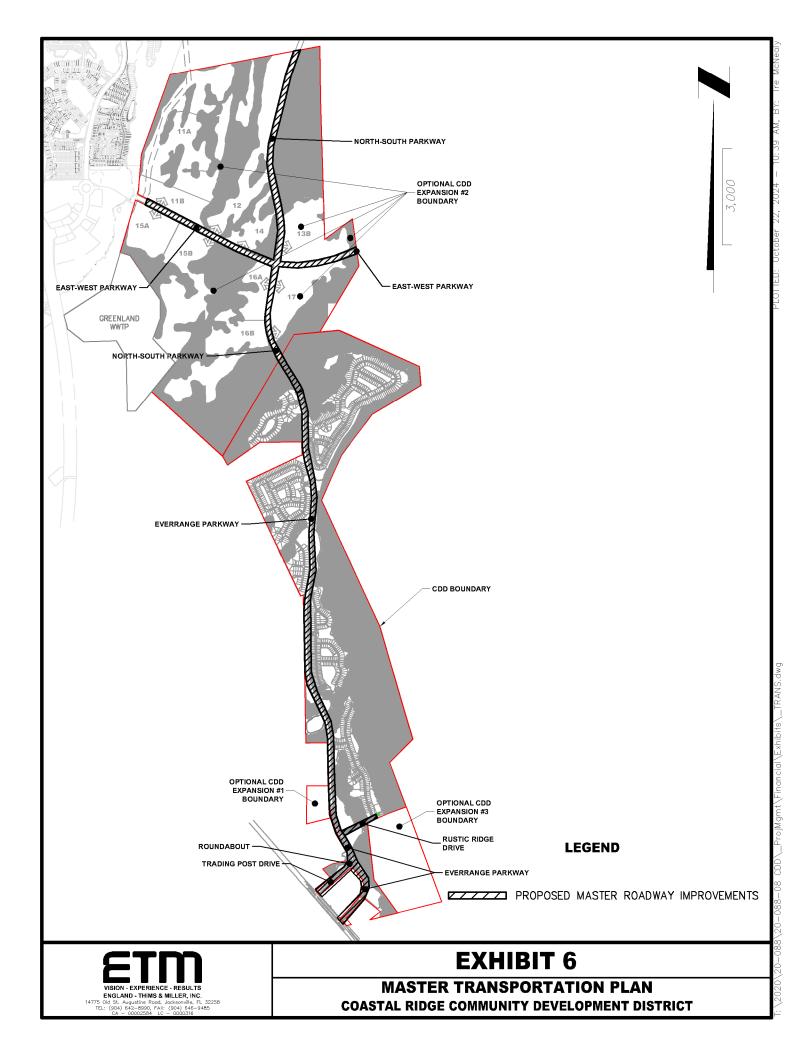


EXHIBIT 7 DISTRICT INFRASTRUCTURE IMPROVEMENTS COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

Description of Improvements	Construction Entity ⁵	Final Owner	Maintenance Entity
US1 Roadway Improvements	Developer	FDOT/CDD ¹	FDOT/CDD ¹
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Landscape, Irrigation, Signage, and Hardscape	Developer	COJ/CDD¹	COJ/CDD ¹
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Fencing	Developer	CDD	CDD
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Electric/Street Lighting	Developer	JEA^4	JEA ⁴
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Roadway Improvements	Developer	COJ/CDD¹	COJ/CDD ¹
Utilities (Water, Sewer, Electrical, Street Lighting)	Developer	JEA	JEA
Stormwater Systems	Developer	CDD	CDD
Neighborhood Roadway Improvements	Developer	COJ/HOA ²	COJ/HOA ^{2,3}
Recreational Improvements	CDD	CDD	CDD

Notes:

5It is currently the intention of the CDD to acquire Trading Post Drive and EverRange Parkway landscape, irrigation, hardscape, signage, street lighting, electrical, master utilities, and ponds and for the CDD to construct the master recreational improvements including the amenity center. These plans are subject to change.

COJ = City of Jacksonville FDOT = Florida Department of Transportation CDD = Community Development District JEA = Jacksonville Electric Authority

HOA = Home Owners Association

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions.

Note: This exhibit was prepared under the direction of Daniel Welch P.E.

¹COJ is expected to operate and maintain the right of way infrastructure; CDD may provide enhanced landscape maintenance through an interlocal agreement with the city.

²HOA will be responsible for operation and maintenance of all roadways which COJ will not own (private roads, alleys, etc.) and that are not funded by the CDD.

³HOA may provide enhanced maintenance on COJ owned roads.

⁴Funding for electricity provided by COJ.

EXHIBIT 8

COST ESTIMATE SHEET COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

		Ann	ual Out	lay³
INFRASTRUCTURE COSTS	Total	2023	2024	2025
1. US1 Roadway Improvements	\$5,726,338	20%	40%	40%
2. Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive				
Landscape, Irrigation, Signage, and Hardscape	\$7,260,000	10%	30%	60%
3. Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Fencing	\$825,000	0%	10%	90%
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive				
4. Electric/Street Lighting	\$2,926,944	0%	20%	80%
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive				
5. Roadway Improvements	\$17,863,795	10%	70%	20%
6. Utilities (Water, Sewer, Electrical, Street Lighting) ^{1,2}	\$38,149,384	10%	70%	20%
7. Stormwater Systems	\$39,506,128	10%	80%	10%
8. Neighborhood Roadway Improvements	\$15,840,000		20%	80%
9. Recreational Improvements*	\$16,721,200		10%	90%
10. Engineering, Testing, Planning, CEI, Mobilization, As-builts, Erosion Control, Etc.	\$21,722,818	30%	50%	20%
TOTAL COSTS	\$166,541,608	•		

⁻Costs include contingency as noted within the report.

- 1. Includes Transmission (Trunk) Water, Sewer (Force Main), and JEA Electric. Costs include Booster Pump Station and Reuse Pump Stations.
- 2. Utility improvements will by partially funded by JEA pursuant to the Cost Participation Agreement. JEA Cost
- Participation of \$13,402,945.00 is not included in this cost, as it has been agreed to be reimbursed by JEA.
- 3. Represents anticipated annual outlay of costs based on anticipated construction timeline.
- * These estimates contemplate the exercise of special powers pursuant to Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions.

Note: This exhibit was prepared under the direction of Daniel Welch P.E.

INFRASTRUCTURE COSTS -

POTENTIAL FUTURE EXPANSION PARCELS	Total
1. Potential Future Expansion Parcel #1 Landscape / Hardscape / Irrigation	\$240,000
2. Potential Future Expansion Parcel #1 Utilities	\$1,704,000
3. Potential Future Expansion Parcel #1 Stormwater System	\$1,554,900
4. Potential Future Expansion Parcel #1 Roadway Improvements	\$1,065,000
5. Potential Future Expansion Parcel #1 Recreational Improvements ³	\$410,400
6. Potential Future Expansion Parcel #1 - Engineering, Testing, Planning,	
CEI, Mobilization, As-builts, Erosion Control, Etc.	\$746,145
7. Potential Future Expansion Parcel #2 Landscape / Hardscape / Irrigation	\$7,200,000
8. Potential Future Expansion Parcel #2 Utilities	\$86,753,939
9. Potential Future Expansion Parcel #2 Stormwater System	\$46,249,860
10. Potential Future Expansion Parcel #2 Roadway Improvements	\$73,368,513
11. Potential Future Expansion Parcel #2 Recreational Improvements ³	\$25,782,000
12. Potential Future Expansion Parcel #2 - Engineering, Testing, Planning,	
CEI, Mobilization, As-builts, Erosion Control, Etc.	\$35,903,147
13. Potential Future Expansion Parcel #3 Landscape / Hardscape / Irrigation	\$0
14. Potential Future Expansion Parcel #3 Utilities	\$4,368,000
15. Potential Future Expansion Parcel #3 Stormwater System	\$3,219,300
16. Potential Future Expansion Parcel #3 Roadway Improvements	\$2,205,000
17. Potential Future Expansion Parcel #3 Recreational Improvements ³	\$352,800
18. Potential Future Expansion Parcel #13- Engineering, Testing, Planning,	
CEI, Mobilization, As-builts, Erosion Control, Etc.	\$1,521,765
TOTAL COSTS	\$292,644,768

-Costs include contingency as noted within the report.

Exhibit BAssessment Report

Coastal Ridge Community Development District

Master Special Assessment Methodology Report

March 3, 2025



Governmental Management Services, LLC

Table of Contents

1.0	Introduction								
	1.1	Purpose1							
	1.2	Scope of the Report1							
	1.3	Special and General Benefits1							
	1.4	Organization of this Report2							
2.0	Develo	pment Program for Coastal Ridge							
	2.1	Overview2							
	2.2	The Development Program2							
3.0	The Ca	pital Improvement Program Coastal Ridge							
	3.1	Engineering Report3							
	3.2	Capital Improvement Program3							
4.0	Financi	ing Program for Coastal Ridge							
	4.1	Overview							
	4.2	Type of Special Assessment Bonds Proposed4							
5.0	Assessi	ment Methodology							
	5.1	Overview4							
	5.2	Assigning Debt5							
	5.3	Lienability Test: Special and Peculiar Benefit to the Property5							
	5.4	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay6							
	5.5	True-Up Mechanism7							
	5.6.	Additional Stipulations8							
6.0	Appen	dix							
		Land Use							
	Table 2	Infrastructure Cost Estimates							
		Financing Estimates							
		Determination of Benefit and Debt Allocation							
	Table 5	Preliminary Assessment Roll							

1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report ("Report") provides a methodology for allocating the proposed debt to be incurred by the Coastal Ridge Community Development District ("District") to properties in the District in order to fund the District's proposed Capital Improvement Plan ("CIP"). The District's debt will fund the CIP, which is described in more detail in the Engineer's Report (as defined herein), that will allow the development of the property in the District. The methodology allocates this debt to properties based upon the special benefits each receives from the CIP. In this case the property located within the District includes approximately 1,002.30 acres located in Duval County (the "County"), Florida of which is the ("Assessment Area") for purposes of this Report. This report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Scope of the Report

This Report presents the projections for financing the CIP, which includes the improvements described in the *Master Engineer's Report for Coastal Ridge Community Development District* developed by England, Thims, & Miller, Inc., dated February 21, 2025 ("the Engineer's Report"). This Report also describes the master apportionment of benefit and special assessments resulting from the provision of the CIP to the lands within the District.

1.3 Special Benefits and General Benefits

The CIP undertaken by the District creates special and peculiar benefits to property within the District, different and special in kind and degree than general benefits to the public at large.

However, as discussed within this Report, the general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The CIP enables properties within the District's boundaries to be developed. Without the CIP, there would be no infrastructure to support the development of the land within the District. Without these improvements, state and local law would prohibit the development of property within the District.

There is no doubt that the general public, including property owners, and property outside the District, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to provide special benefits peculiar to property within the District. Properties outside the District do not depend upon the CIP to obtain, or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries. Even though the exact value of the benefits provided by the CIP is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing the CIP.

1.4 Organization of this Report

Section Two describes the development program as proposed by the Developer.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the Assessment Methodology.

2.0 District Development Program

2.1 Overview

The Coastal Ridge development is designed as a planned residential community, located within the City of Jacksonville, Duval County, Florida. The proposed land use within the District is consistent with the City, County and State Land Use and Comprehensive Plans.

2.2 The Development Program

The current Development plan for the Assessment Area will consist of approximately 1,101 residential homes The current development program is comprised of 90 townhome units, 29 - 80' lots, 72 - 70' lots, 416 - 60' lots, 387 - 50 lots, and 107 - 40' lots.

3.0 The District's Capital Improvement Plan

3.1 Engineer's Report

The CIP and the estimated cost to be funded by the District is determined by the District Engineer in the Engineer's Report. The CIP includes only improvements that may qualify for bond financing by the District under Chapter 190, Florida Statutes.

3.2 Capital Improvement Plan

The CIP consists of the following: US1 Roadway Improvements, Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive (Landscape Irrigation, Signage, and Hardscape), Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Fencing, Electric/Street Lighting, Roadway Improvements, Utilities (Water, Sewer, Electrical, Street Lighting), Stormwater Systems, Neighborhood Roadway Improvements, Recreational Improvements and Engineering, Testing, Planning, CEI, Mobilization, As-builts, and Erosion Control. The CIP will represent a system of improvements that, irrespective of certain exceptions described further in Section 5.1 of this Report, will provide benefits to all of the assessable lands within the District.

At the time of this writing, the total costs of the CIP, according to the Engineer's Report, were projected at \$166,541.607.

4.0 Financing Program for Coastal Ridge

4.1 Overview

As noted above, the District is embarking on the CIP, which will facilitate the development of lands within the District. Construction of the CIP may be funded by the Developer and acquired by the District under an agreement between the District and the Developer, or maybe funded directly by the District. The structure of financing presented below is preliminary and subject to change.

It is currently contemplated that the District will finance the CIP with Special Assessment Bonds. The preliminary financing plan for the District anticipates the issuance of Special Assessment Bonds in the principal amount not to exceed \$235,715,000 to fund all or a portion of the District's CIP, as shown in Table 3.

4.2 Types of Special Assessment Bonds Proposed

As projected in the current master financing plan; in order to finance all or a portion of the CIP, the District will need to potentially incur indebtedness in the total amount of \$235,715,000.

The difference between the Bond debt and the CIP is comprised of costs of issuance, including the underwriter's discount and professional fees associated with debt issuance, capitalized interest costs as the District will be borrowing funds with which it will pay the early interest payments, and funding a debt service reserve.

Preliminary sources and uses of funding are presented in Table 3 in the Appendix.

Please note that the structure of the Special Assessment Bonds is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as other reasons. The District maintains complete flexibility as to the structure of the Special Assessment Bonds.

5.0 Assessment Methodology

5.1 Overview

Special Assessment Bonds provide the District with funds to acquire and / or construct the CIP outlined in *Section 3.2* and the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing specifically to the properties within the boundaries of the District and general benefits generally accruing to areas outside the District and being only incidental in nature. The debt incurred in financing the CIP will be paid off by assessing properties that derive special and peculiar benefits from the proposed public infrastructure set forth in the CIP. All properties that receive special benefits from the District's CIP will either be assessed or the developer will be required to make a contribution of a portion of the CIP in lieu of an assessment. Such a contribution, if any, will be described in a supplement to this report.

5.2 Assigning Debt

The current development plan for the Assessment Area projects 1,101 single-family residential homes; however, the planned unit numbers and land use types may change.

All residential development within the District will benefit from all the CIP categories, as the improvements provide basic infrastructure to all residential lands within the District and benefit all residential lands within the District as an integrated system of improvements. Benefited units will be treated on an equivalent residential unit ("ERU") basis for each single-family residential and townhome unit based upon the front footage of the lot. A TH lot will be equal to .50 ERU, a 40' lot is .80 ERU, a 50' lot is 1 ERU, a 60' lot is 1.20 ERU, a 70' lot is 1.40 ERU, and an 80' lot is 1.60 ERU.

The development plan can change resulting in different product types being introduced for which the Assessment Consultant will apply the same Methodology described herein to assign an ERU to such new product types.

As the provision of the CIP by the District will make the lands in the District developable, the land will become more valuable to property owners. The increase in the value of the land provides the logical benefit of improvements that accrues to the developable land within the District.

Initially, the assessments will be levied on all assessable lands within the District based on the approved site plan on an equal acreage basis, because at that juncture, every acre benefits equally from the CIP. Upon platting, the assessments will be levied on a per unit basis.

The debt incurred by the District to fund the CIP is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the assessable land within the District, as it may be classified within each of the land use categories. For the purpose of determining the special benefit accruing to the lands within the District, the CIP estimated costs have been allocated to each acre on an equal basis.

5.3 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in Section 1.3, Special Benefits and General Benefits, the CIP creates special and peculiar benefits to the assessable properties within the District. The CIP benefits properties within the District and such

benefits accrue to all assessable properties initially on an equal acreage basis and then on an ERU basis.

The CIP can be shown to be creating special and peculiar benefits to the property. The special and peculiar benefits resulting from the CIP undertaken by the District include, but are not limited to:

- a. Transportation Improvements result in special and peculiar benefits such as the added use of the property for development, added enjoyment of the property, avoidance of stormwater management issues and increased marketability of the property.
- b. Utility Improvements result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- c. Amenities, Entry Features and Landscaping result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- d. Storm Water systems result in special and peculiar benefits such as the added use of the property, decreased insurance premiums, added enjoyment of the property, and likely increased marketability of the property.
- e. Wetland Mitigation result in special and peculiar benefits to comply with requirements of the St johns River Water Management District, the City of Jacksonville, and US Army Corps of Engineers
- f. A contingency is necessary in the current economic environment with the likelihood of increased costs for materials and labor over the life of the construction of the project.

These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value, however, each is more valuable than either the cost of, or the actual assessment levied for, the CIP or debt allocated to the benefiting land.

Further, to the extent that any parcel of land within the District which has not been platted is sold to another third-party developer or builder, the assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer.

5.4 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the CIP is delineated in Table 4 (expressed as Allocation of Total Par Debt).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and or construction of the CIP (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation in Table 4, a Total Par Debt per Unit has been calculated for each single-family unit. This amount represents the preliminary anticipated per unit debt allocation, assuming all anticipated units are built and sold in the planned development and the entire proposed CIP is developed or acquired and financed by the District.

5.5 True-Up Mechanism

In order to ensure that the District's debt will not build up on the unsold/unplatted acres, and to ensure that the requirements that the non-ad valorem special assessments be constitutionally lienable on the property will continue to be met, the District shall determine the following:

To ensure that there will always be sufficient development potential remaining in the undivided/unplatted property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The test is that the debt per acre remaining on the undivided/unplatted land is never allowed to increase above its maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the total amount of debt for the District's improvement program divided by the number of gross acres in the Assessment Area. In this case, it is \$235,715,000 divided by 1,002.30 acres equaling \$235,174 per acre. Once a site plan for the development is completed the acreage will be reduced by the number of platted units and the calculation of debt per acre will be adjusted accordingly. Thus, if the initial debt level is \$235,174 per acre, every time a plat or site plan approval is presented, the debt on the unplatted land remaining after the plat or site plan approval must remain at or below \$235,174 per acre. If not, then in order for the Developer to receive a plat or site plan approval from Duval County, the Developer agrees that the District will require a density reduction payment so that the \$235,174 per acre debt level is not exceeded.

5.6 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the District's Bonds, please refer to the indentures relating to such bonds.

TABLE 1 Coastal Ridge CDD Land Use

Land Use	Unit Count	ERU Per Unit	Total ERU's
TH	90	0.50	45.00
Residential - 40' Lot	107	0.80	85.60
Residential - 50' Lot	387	1.00	387.00
Residential - 60' Lot	416	1.20	499.20
Residential - 70' Lot	72	1.40	100.80
Residential - 80' Lot	29	1.60	46.40
<u>-</u>		_	
Total	1,101	=	1,164.00

Information provided by England, Thims & Miller, Inc.

TABLE 2 Coastal Ridge CDD Infrastructure Cost Estimates

Infrastructure Improvements	Total Cost Estimates
US1 Roadway Improvements	\$ 5,726,338
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Landscape, Irrigation, Signage, and Hardscape	\$ 7,260,000
Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive Fencing Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive	\$ 825,000
Electric/Street Lighting Trading Post Drive, EverRange Parkway, and Rustic Ridge Drive	\$ 2,926,944
Roadway Improvements	\$ 17,863,795
Utilities (Water, Sewer, Electrical, Street Lighting)	\$ 38,149,384
Stormwater Systems	\$ 39,506,128
Neighborhood Roadway Improvements	\$ 15,840,000
Recreational Improvements	\$ 16,721,200
Engineering, Testing, Planning, CEI, Mobilization, As-builts, Erosion Control, Etc.	\$ 21,722,818
	\$ 166,541,607

Capital Improvement Plan Report Dated February 21, 2025

TABLE 3 Coastal Ridge CDD Financing Estimates

	Preliminary Bond Sizing
Construction / Acquisition Requirments	166,541,607
Debt Service Reserve Fund (1)	19,761,312.50
Capitalized Interest	44,196,562.50
Cost of Issuance	501,218
Underwriter's Discount	4,714,300
Rounding	
Total Par	235,715,000

Principal Amortization Installments	30
Estimated Average Coupon Rate	7.50%
Estimated Par Amount	235,715,000
Estimated Maximum Annual Debt Service	19,761,313
Capitalized Interest Through	11/01/27
Maturity	05/01/57

(1) DSRF is based on Maximum Annual Debt Service (MADS)

Information provided by MBS Capital Markets, LLC.

TABLE 4
Coastal Ridge CDD
Benefit and Par Debt Allocations

Development Type	Number of Planned Units	Total ERU's	-	Allocation of struction Costs	All	ocation of Total Par Debt	В	enefit per Unit	I A	llocation of Maximum nnual Debt ervice Net	As	bt Service Annual sessment ' Unit Net	Ass	ot Service Annual sessment Unit Gross
TH	90	45.00	\$	6,438,464	\$	9,112,693	\$	101,252	\$	763,968	\$	8,489	\$	9,177
40' Lot	107	85.60	\$	12,247,390	\$	17,334,368	\$	162,003	\$	1,453,237	\$	13,582	\$	14,683
50' Lot	387	387.00	\$	55,370,792	\$	78,369,162	\$	202,504	\$	6,570,127	\$	16,977	\$	18,354
60' Lot	416	499.20	\$	71,424,029	\$	101,090,144	\$	243,005	\$	8,474,955	\$	20,372	\$	22,024
70' Lot	72	100.80	\$	14,422,160	\$	20,412,433	\$	283,506	\$	1,711,289	\$	23,768	\$	25,695
80' Lot	29	46.40	\$	6,638,772	\$	9,396,199	\$	324,007	\$	787,736	\$	27,163	\$	29,366
- Total	1,101	1,164.00		166,541,607		235,715,000				19,761,313	-			

Discounts and collection cost from the County Tax Collector and Property Appraiser will be added to the net annual assessments when the uniform method of collection is utilized.

TABLE 5 Coastal Ridge CDD Preliminary Assessment Roll

	Property Owner	Parcel ID #	Acres	Par Debt Per Acre	Assigned Debt	Net Annual Assessment Per Acre	Assigned Net Annual Assessment
	EVRDEV, LLC	167900-0350	1,002.30	235,174	235,715,000	19,716	19,761,313
Total		-	1,002.30		235,715,000		19,761,313



Coastal Ridge Community Development District

Supplemental Special Assessment Methodology Report

May 6, 2025



Governmental Management Services, LLC

Table of Contents

1.0	.0 Introduction							
	1.1	Purpose						
	1.2	Scope of the Report						
	1.3	Special and General Benefits						
	1.4	Organization of this Report						
2.0	Develo	pment Program for Coastal Ridge						
	2.1	Overview 2						
	2.2	The Development Program						
3.0	The Ca	pital Improvement Program Coastal Ridge						
	3.1	Engineering Report						
	3.2	Capital Improvement Program						
4.0	Financi	ing Program for Coastal Ridge						
	4.1	Overview						
	4.2	Type of Special Assessment Bonds Proposed 4						
5.0	Assessi	ment Methodology						
	5.1	Overview 4						
	5.2	Assigning Debt5						
	5.3	Lienability Test: Special and Peculiar Benefit to the Property 5						
	5.4	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay6						
	5.5	True-Up Mechanism						
	5.6.	Additional Stipulations						
6.0	Appen	dix						
	• •							
		Land Use						
		Infrastructure Cost Estimates						
		Financing Estimates						
		Determination of Benefit and Debt Allocation						
	Table 5	Preliminary Assessment Roll						

1.0 Introduction

1.1 Purpose

This Supplemental Special Assessment Methodology Report ("Report") provides a methodology for allocating the proposed debt to be incurred by the Coastal Ridge Community Development District ("District") to properties in the District in order to fund the District's proposed Master Capital Improvement Plan ("Master CIP"). The District's debt will fund a portion of the Master CIP, which is described in more detail in the Engineer's Report (as defined herein), that will allow the development of the property in the District. The methodology allocates this debt to properties based upon the special benefits each receives from the Master CIP. In this case the property located within the District includes approximately 1,002.30 acres located in Duval County (the "County"), Florida of which is the ("Assessment Area") for purposes of this Report. This report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Scope of the Report

This Report presents the projections for financing the Master CIP, which includes the improvements described in the *Master Engineer's Report for Coastal Ridge Community Development District* developed by England, Thims, & Miller, Inc., dated February 21, 2025 ("the Engineer's Report"). This Report also describes the master apportionment of benefit and special assessments resulting from the provision of the Master CIP to the lands within the District.

1.3 Special Benefits and General Benefits

The Master CIP undertaken by the District creates special and peculiar benefits to property within the District, different and special in kind and degree than general benefits to the public at large.

However, as discussed within this Report, the general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The Master CIP enables properties within the District's boundaries to be developed. Without the Master CIP, there would be no infrastructure to support the development of the land within the District. Without these improvements,

state and local law would prohibit the development of property within the District.

There is no doubt that the general public, including property owners, and property outside the District, will benefit from the provision of the Master CIP. However, these benefits are incidental to the Master CIP, which is designed solely to provide special benefits peculiar to property within the District. Properties outside the District do not depend upon the Master CIP to obtain, or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries. Even though the exact value of the benefits provided by the Master CIP is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing the Master CIP.

1.4 Organization of this Report

Section Two describes the development program as proposed by the Developer.

Section Three provides a summary of the Master CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the Assessment Methodology.

2.0 District Development Program

2.1 Overview

The Coastal Ridge development is designed as a planned residential community, located within the City of Jacksonville, Duval County, Florida. The proposed land use within the District is consistent with the City, County and State Land Use and Comprehensive Plans.

2.2 The Development Program

The current Development plan for the Assessment Area will consist of approximately 1,101 residential homes The current development program is comprised of 90 townhome units, 29 - 80' lots, 72 - 70' lots, 418 - 60' lots, 385 - 50 lots, and 107 - 40' lots.

3.0 The District's Capital Improvement Plan

3.1 Engineer's Report

The Master CIP and the estimated cost to be funded by the District is determined by the District Engineer in the Engineer's Report. The Master CIP includes only improvements that may qualify for bond financing by the District under Chapter 190, Florida Statutes.

3.2 Master Capital Improvement Plan

The Master CIP consists of the following: US1 Roadway Improvements, Trading Post Drive, EverRange Parkway (utilities, landscape, hardscape, and electric), Rustic Ridge Drive (utilities, landscape, hardscape, and electric), Stormwater Management and Conveyance System, Master Recreational Improvements, Planning, Engineering, Survey, Regulatory, and 10% Contingency. The Master CIP will represent a system of improvements that, irrespective of certain exceptions described further in Section 5.1 of this Report, will provide benefits to all of the assessable lands within the District.

At the time of this writing, the total costs of the Master CIP, according to the Engineer's Report, were projected at \$93,716,110.

4.0 Financing Program for Coastal Ridge

4.1 Overview

As noted above, the District is embarking on the Master CIP, which will facilitate the development of lands within the District. Construction of the Master CIP may be funded by the Developer and acquired by the District under an agreement between the District and the Developer, or maybe funded directly by the District. The structure of financing presented below is preliminary and subject to change.

It is currently contemplated that the District will finance a portion of the Master CIP with Special Assessment Bonds. The preliminary financing plan for the District anticipates the issuance of Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds") in the principal amount \$29,350,000 to fund a portion of the District's Master CIP, as shown in Table 3.

4.2 Types of Special Assessment Bonds Proposed

As projected in the current master financing plan; in order to finance all or a portion of the Master CIP, the District will need to potentially incur indebtedness in the total amount of \$29,350,000.

The difference between the Bond debt and the Master CIP is comprised of costs of issuance, including the underwriter's discount and professional fees associated, and funding a debt service reserve.

Preliminary sources and uses of funding are presented in Table 3 in the Appendix.

5.0 Assessment Methodology

5.1 Overview

Special Assessment Bonds provide the District with funds to acquire and / or construct the Master CIP outlined in *Section 3.2* and the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing specifically to the properties within the boundaries of the District and general benefits generally accruing to areas outside the District and being only incidental in nature. The debt incurred in financing the Master CIP will be paid off by assessing properties that derive special and peculiar benefits from the proposed public infrastructure set forth in the Master CIP. All properties that receive special benefits from the District's Master CIP will either be assessed or the developer will be required to make a contribution of a portion of the Master CIP in lieu of an assessment. Such a contribution, if any, will be described in a supplement to this report.

5.2 Assigning Debt

The current development plan for the Assessment Area projects 1,101 single-family residential homes; however, the planned unit numbers and land use types may change.

All residential development within the District will benefit from all the Master CIP categories, as the improvements provide basic infrastructure to all residential lands within the District and benefit all residential lands within the District as an integrated system of improvements. Benefited

units will be treated on an equivalent residential unit ("ERU") basis for each single-family residential and townhome unit based upon the front footage of the lot. A TH lot will be equal to .50 ERU, a 40' lot is .80 ERU, a 50' lot is 1 ERU, a 60' lot is 1.20 ERU, a 70' lot is 1.40 ERU, and an 80' lot is 1.60 ERU.

The development plan can change resulting in different product types being introduced for which the Assessment Consultant will apply the same Methodology described herein to assign an ERU to such new product types.

As the provision of the Master CIP by the District will make the lands in the District developable, the land will become more valuable to property owners. The increase in the value of the land provides the logical benefit of improvements that accrues to the developable land within the District.

Initially, the assessments will be levied on all assessable lands within the District based on the approved site plan on an equal acreage basis, because at that juncture, every acre benefits equally from the Master CIP. As parcels of land are platted or sold by the Developer with specific entitlements assigned thereto, the Series 2025 Assessments are then allocated to such parcel or parcels based upon the amount of units platted or transferred entitlements.

The debt incurred by the District to fund the Master CIP is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the assessable land within the District, as it may be classified within each of the land use categories. For the purpose of determining the special benefit accruing to the lands within the District, the Master CIP estimated costs have been allocated to each acre on an equal basis.

5.3 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in Section 1.3, Special Benefits and General Benefits, the Master CIP creates special and peculiar benefits to the assessable properties within the District. The Master CIP benefits properties within the District and such benefits accrue to all assessable properties initially on an equal acreage basis and then on a per lot basis upon platting.

The Master CIP can be shown to be creating special and peculiar benefits to the property. The special and peculiar benefits resulting from the Master CIP undertaken by the District include, but are not limited to:

- a. Transportation Improvements result in special and peculiar benefits such as the added use of the property for development, added enjoyment of the property, avoidance of stormwater management issues and increased marketability of the property.
- b. Utility Improvements result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- c. Amenities, Entry Features and Landscaping result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- d. Storm Water systems result in special and peculiar benefits such as the added use of the property, decreased insurance premiums, added enjoyment of the property, and likely increased marketability of the property.
- e. A contingency is necessary in the current economic environment with the likelihood of increased costs for materials and labor over the life of the construction of the project.

These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value, however, each is more valuable than either the cost of, or the actual assessment levied for, the Master CIP or debt allocated to the benefiting land.

Further, to the extent that any parcel of land within the District which has not been platted is sold to another third-party developer or builder, the assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer.

5.4 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the Master CIP is delineated in Table 4 (expressed as Allocation of Total Par Debt).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and or construction of the Master CIP (and the concomitant responsibility

for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation in Table 4, a Total Par Debt per Unit has been calculated for each single-family unit. This amount represents the preliminary anticipated per unit debt allocation, assuming all anticipated units are built and sold in the planned development and the entire proposed Master CIP is developed or acquired and financed by the District.

5.5 True-Up Mechanism

In order to ensure that the District's debt will not build up on the unsold/unplatted acres, and to ensure that the requirements that the non-ad valorem special assessments be constitutionally lienable on the property will continue to be met, the District shall determine the following:

To ensure that there will always be sufficient development potential remaining in the undivided/unplatted property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The test is that the debt per acre remaining on the undivided/unplatted land is never allowed to increase above its maximum debt per acre level.

To date, the Developer has sold one (1) residential tract (Parcel 26F) planned for 132 age-restricted residential units to TDC LB Everrange, LLC ('TDC"). Accordingly, approximately \$3.6 million of the Series 2025 Assessments have been allocated to Parcel 26. In this case, it is \$3,580,064 divided by 205.29 acres equaling \$17,439 per acre. Once a site plan for the development is completed the acreage will be reduced by the number of platted units and the calculation of debt per acre will be adjusted accordingly. Thus, if the initial debt level is \$17,439 per acre, every time a plat or site plan approval is presented, the debt on the unplatted land remaining after the plat or site plan approval must remain at or below \$17,439 per acre. If not, then in order for the TDC to receive a plat or site plan approval from Duval County, the TDC agrees that the District will require a density reduction payment so that the \$17,439 per acre debt level is not exceeded.

Similarly, there is approximately \$25.8 million of the Series 2025 Assessments allocated to the lands owned by the Developer in the District. In this case, it is \$25,769,936 divided by 797.01 acres equaling \$32,333 per acre. Once a site plan for the development is completed the acreage will be reduced by the number of platted units and the calculation of debt per acre will be adjusted accordingly. Thus, if the initial debt level is \$32,333 per acre, every time a plat or site plan approval is presented, the debt on the unplatted land remaining after the plat or site plan approval must remain at or below \$32,333 per acre. If not, then in order for the Developer to receive a plat or site plan approval from Duval County, the Developer agrees that the District will require a density reduction payment so that the \$32,333 per acre debt level is not exceeded.

5.6 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the District's Bonds, please refer to the indentures relating to such bonds.

TABLE 1 Coastal Ridge CDD Land Use

Land Use	Unit Count	ERU Per Unit	Total ERU's
TH	90	0.50	45.00
Residential - 40' Lot	107	0.80	85.60
Residential - 50' Lot	385	1.00	385.00
Residential - 60' Lot	418	1.20	501.60
Residential - 70' Lot	72	1.40	100.80
Residential - 80' Lot	29	1.60	46.40
Total	1,101	- =	1,164.40

Information provided by England, Thims & Miller, Inc.

TABLE 2 Coastal Ridge CDD Master Infrastructure Cost Estimates

Master Infrastructure Improvements	Tot	al Master CIP
US1 Roadway Improvements	\$	5,205,762
Trading Post Drive, EverRange Parkway	\$	36,003,789
Utilities, Landscape, Hardscape, and Electric		
Rustic Ridge Drive	\$	1,888,142
Utilities, Landscape, Hardscape, and Electric		
Stormwater Management and Conveyance System	\$	16,986,189
Master Recreational Improvements	\$	14,000,000
Planning, Engineering, Survey, and Regulatory (15%)	\$	11,112,582
Contigency (10%)	\$	8,519,646
Total Master CIP	\$	93,716,110

Capital Improvement Plan Report Dated February 21, 2025

TABLE 3 Coastal Ridge CDD Financing Estimates

	Preliminary Bond Sizing
Construction / Acquisition Requirments	26,403,600
Debt Service Reserve Fund (1)	2,159,400
Capitalized Interest	0
Cost of Issuance	200,000
Underwriter's Discount	587,000
Total Par	29,350,000

Principal Amortization Installments	29
Estimated Average Coupon Rate	6.00%
Estimated Par Amount	29,350,000
Estimated Maximum Annual Debt Service	2,159,400
Maturity	05/01/54

(1) DSRF is based on Maximum Annual Debt Service (MADS)

Information provided by MBS Capital Markets, LLC.

TABLE 4
Coastal Ridge CDD
Benefit and Par Debt Allocations

Development Type	Number of Planned Units	Total ERU's	D Prio	stimated Per Pebt Issuance or to Developer Contribution	Developer Contribution	Al	llocation of Total Par Debt	P	ar per Unit	P	Illocation of Maximum Innual Debt Service Net	Ass	ot Service Annual Sessment Unit Net	As	bt Service Annual sessment Unit Gross
TH	90	45.00	\$	1,773,875	\$ (153)	\$	1,773,722	\$	19,708	\$	130,500	\$	1,450	\$	1,568
40' Lot	107	85.60	\$	3,374,304	\$ (683,819)	\$	2,690,485	\$	25,145	\$	197,950	\$	1,850	\$	2,000
50' Lot	385	385.00	\$	15,176,486	\$ (4,972,488)	\$	10,203,998	\$	26,504	\$	750,750	\$	1,950	\$	2,108
60' Lot	418	501.60	\$	19,772,793	\$ (8,126,032)	\$	11,646,761	\$	27,863	\$	856,900	\$	2,050	\$	2,216
70' Lot	72	100.80	\$	3,973,480	\$ (1,845,014)	\$	2,128,466	\$	29,562	\$	156,600	\$	2,175	\$	2,351
80' Lot	29	46.40	\$	1,829,062	\$ (922,493)	\$	906,569	\$	31,261	\$	66,700	\$	2,300	\$	2,486
					 (12 2-2)			_				•			
Total	1,101	1,164.40)	45,900,000	\$ (16,550,000)		29,350,000	=			2,159,400	:			

Discounts and collection cost from the County Tax Collector and Property Appraiser will be added to the net annual assessments when the uniform method of collection is utilized. Duval County Collection cost of 7.5%

TABLE 5 Coastal Ridge CDD Preliminary Assessment Roll

	Property Owner	Parcel ID #	Acres	Par Debt Per Acre	Assigned Debt	Net Annual Assessment Per Acre	Assigned Net Annual Assessment
	EVRDEV, LLC	167900-0350	797.01	32,333	25,769,936	2,379	1,896,000
	TDC LB Everrange, LLC	167900-0400	205.29	17,439	3,580,064	1,283	263,400
Total			1,002.30		29,350,000		2,159,400

C.

RESOLUTION 2025-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$40,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025, IN ONE OR MORE SERIES (THE "SERIES 2025 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2025 BONDS; APPROVING THE FORM OF AND AUTHORIZING **EXECUTION DELIVERY AND** OF SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2025 **BONDS**; APPOINTING THE UNDERWRITER: APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE WITH RESPECT TO THE SERIES 2025 BONDS AND AWARDING THE SERIES 2025 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION: APPROVING THE FORM OF **AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY** LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2025 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED **OFFERING** MEMORANDUM; APPOINTING DISSEMINATION AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND PROVIDING FOR THE APPLICATION OF THE SERIES 2025 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2025 BONDS; MAKING DECLARATIONS; PROVIDING FOR REGISTRATION OF THE SERIES 2025 BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Coastal Ridge Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the

"Act"), created by Ordinance No. 2025-0023 of the City Council of Jacksonville, Florida (the "City"), enacted, and effective on February 25, 2025; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its boundaries, and the District has decided to undertake the planning, acquisition, construction, equipping and installation of roadway improvements, bridges, stormwater management systems and landscape/hardscape improvements and other public infrastructure improvements, pursuant to the Act; and

WHEREAS, the District duly adopted Resolution No. 2025-24 on March 3, 2025 (the "Initial Resolution"), authorizing, among other things, the issuance in one or more series of not to exceed \$648,665,000 aggregate principal amount of its Special Assessment Bonds and appointed The Bank of New York Mellon Trust Company, N.A. as Trustee (the "Trustee") under the Master Trust Indenture (the "Master Indenture") by and between the District and the Trustee; and

WHEREAS, this Resolution shall constitute the "Subsequent Resolution" as provided for in Section 10 of the Initial Resolution; and

WHEREAS, the District has determined to issue its Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025, in one or more series, (the "Series 2025 Bonds"), for the purpose, among other things, of providing funds for the payment of the Costs of a portion of the District's Improvement Plan described in the Engineer's Report as defined in the hereinafter described First Supplemental Trust Indenture (the "Project"); and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2025 Bonds and submitted to the Board of Supervisors of Coastal Ridge Community Development District (the "Board"):

- (i) a form of First Supplemental Trust Indenture between the Trustee and the District attached hereto as **Exhibit A** (the "First Supplemental Indenture" and together with the Master Indenture between the District and the Trustee, the "Indenture"); and
- (ii) a form of Bond Purchase Agreement with respect to the Series 2025 Bonds between MBS Capital Markets, LLC (the "Underwriter") and the District attached hereto as **Exhibit B** (the "Contract of Purchase"), together with the form of disclosure statements attached to the Contract of Purchase in accordance with Section 218.385, Florida Statutes; and
- (iii) the form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum"); and
- (iv) a form of Continuing Disclosure Agreement, among the District, EVRDEV, LLC, a Florida limited liability company, (the "Developer") and the Dissemination Agent (hereinafter defined), and joined in part by the Trustee, Governmental Management

Services, LLC, as the Disclosure Representative named therein, attached hereto as **Exhibit D**.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Coastal Ridge Community Development District, as follows:

- **Section 1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed to them in the Indenture.
- **Section 2. Authorization, Designation and Principal Amount of the Series 2025 Bonds.** There are hereby authorized and directed to be issued the District's Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025, in the aggregate principal amount of not to exceed \$40,000,000 for the purposes, among others, of providing funds for the payment of a portion of the Costs of the Project. The purchase price of the Series 2025 Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2025 Bonds as set forth in the First Supplemental Indenture and the final Limited Offering Memorandum (as defined below).
- **Section 3. Designation of Attesting Members.** The Chairman or the Secretary of the Board, or in the case of the absence of either or the inability to act of either, the Vice Chairman or Assistant Secretaries and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the Series 2025 Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2025 Bonds and in connection with the application of the proceeds thereof.
- **Section 4. Details of the Series 2025 Bonds.** The District hereby determines that the Series 2025 Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Contract of Purchase and the final Limited Offering Memorandum.
- **Section 5. Trust Indenture.** The District hereby approves and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of the First Supplemental Indenture in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of First Supplemental Indenture attached hereto.
- **Section 6. Appointment of Underwriter; Negotiated Sale.** MBS Capital Markets, LLC is hereby appointed the Underwriter of the Series 2025 Bonds. The Series 2025 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2025 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in general, the characteristics

of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2025 Bonds and the institutional market for unrated securities such as the Series 2025 Bonds, it is desirable to sell the Series 2025 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2025 Bonds, it is in the best interests of the District to sell the Series 2025 Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Series 2025 Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2025 Bonds are not sold pursuant to a competitive sale.

Section 7. Contract of Purchase.

- The District hereby approves the form of the Contract of Purchase (i) submitted by the Underwriter and attached as Exhibit B hereto, and the sale of the Series 2025 Bonds by the District upon the terms and conditions to be set forth in the Contract of Purchase and in compliance with subparagraph (ii) below are hereby approved. Provided the provisions of subparagraph (ii) have been complied with, the Chairman or a Designated Member are each hereby authorized, acting individually, to execute the Contract of Purchase and to deliver the Contract of Purchase to the Underwriter. The Contract of Purchase shall be in substantially the form of the Contract of Purchase attached hereto as Exhibit B with such changes, amendments, modifications, omissions and additions as may be approved by the Chairman or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385 of the Florida Statutes, to be delivered to the District prior to the execution of the Contract of Purchase, a copy of which is attached as an exhibit to the Contract of Purchase will be entered into the official records of the District. Execution by the Chairman or a Designated Member of the Contract of Purchase shall be deemed to be conclusive evidence of approval of such changes;
- (ii) Receipt by the Chairman of a written offer to purchase the Series 2025 Bonds by the Underwriter substantially in the form of the Contract of Purchase, said offer to provide for, among other things, (A) the issuance of not exceeding \$40,000,000 initial aggregate principal amount of Series 2025 Bonds at the maximum statutory rate, (B) an underwriting discount (including management fee and all expenses but excluding original issue discount) not in excess of 2% of the par amount of the Series 2025 Bonds, and (C) the maturities of the Series 2025 Bonds not exceeding May 1, 2055.
- **Section 8. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum.** The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form submitted to this meeting and attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2025 Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the

Chairman or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2025 Bonds, and upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2025 Bonds. The final Limited Offering Memorandum shall be substantially in the form as the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Designated Member as necessary to conform to the details of the Series 2025 Bonds, the Contract of Purchase and such other insertions, modifications and changes as may be approved by the Chairman or Designated Member. The execution and delivery of the final Limited Offering Memorandum by the Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the final Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2025 Bonds. The District hereby authorizes the Chairman or a Designated Member to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard. The District hereby authorizes the use of a draft of the Supplemental Assessment Methodology Report in the Preliminary Limited Offering Memorandum.

Section 9. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairman or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit D** with the Developer. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). Governmental Management Services, LLC is hereby appointed as the initial dissemination agent (the "Dissemination Agent").

Section 10. Application of Bond Proceeds. The proceeds of the Series 2025 Bonds shall be applied to (i) paying a portion of the Costs of the Project, (ii) funding the Series 2025 Debt Service Reserve Account, and (iii) paying the costs of issuance of the Series 2025 Bonds.

Section 11. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairman, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2025 Bonds, any documents required in connection with implementation of a book-entry system of registration, any other agreements with the Developer, and investment agreements relating to the investment of the proceeds of the Series 2025 Bonds and any agreements in connection with maintaining the exclusion of interest on the Series 2025 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or

instrument authorized or approved herein that requires such a seal and attestation. The Chairman or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2025 Bonds including any required changes to the District engineer's report or its assessment methodology. Execution by the Chairman or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2025 Bonds. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 12. 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 13. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 14. Ratification of Initial Resolution. Except to the extent hereby modified, the Initial Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Coastal Ridge Community Development District, this 6th day of May, 2025.

[Remainder of page intentionally left blank.

COASTAL RIDGE COMMUNITY

Attest:	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary Board of Supervisors	Chairperson, Board of Supervisors

EXHIBIT A

FORM OF FIRST SUPPLEMENTAL TRUST INDENTURE

EXHIBIT B

FORM OF CONTRACT OF PURCHASE

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT



FIRST SUPPLEMENTAL TRUST INDENTURE								
BETWEEN								
COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT AND								
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Trustee								
Dated as of [] 1, 2025								
Authorizing and Securing								
\$[]								
COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT								
Special Assessment Revenue Bonds, Series 2025								

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I DEFINITION	ONS	3
ARTICLE II THE SERI	IES 2025 BONDS	7
SECTION 2.01.	Amounts and Terms of Series 2025 Bonds; Issue of Series 2025	
	Bonds.	7
SECTION 2.02.	Execution.	8
SECTION 2.03.	Authentication	8
SECTION 2.04.	Purpose, Designation and Denominations of, and Interest	
	Accruals on, the Series 2025 Bonds	8
SECTION 2.05.	Debt Service on the Series 2025 Bonds	9
SECTION 2.06.	Disposition of Series 2025 Bond Proceeds	10
SECTION 2.07.	Book-Entry Form of Series 2025 Bonds	10
SECTION 2.08.	Appointment of Bond Registrar and Paying Agent	11
SECTION 2.09.	Conditions Precedent to the Issuance of the Series 2025 Bonds	11
ARTICLE III REDEMI	PTION OF SERIES 2025 BONDS	12
SECTION 3.01.	Redemption Dates and Prices	12
ARTICLE IV ESTAB	LISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITION	ONAL
	ENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPE	
	ESSMENT LIENS	
SECTION 4.01.	Establishment of Certain Funds and Accounts	14
SECTION 4.02.	Series 2025 Revenue Account.	18
SECTION 4.03.	Power to Issue Series 2025 Bonds and Create Lien.	19
SECTION 4.04.	Project to Conform to Plans and Specifications; Changes	20
SECTION 4.05.	Prepayments; Removal of Special Assessment Liens	20
ARTICLE V ADDITIC	NAL COVENANTS OF THE ISSUER	21
SECTION 5.01.	Collection of Series 2025 Special Assessments.	21
SECTION 5.02.	Additional Covenant Regarding Series 2025 Special	
	Assessments.	
SECTION 5.03.	Foreclosure of Assessment Lien.	
SECTION 5.04.	No Parity Bonds; Limitation on Parity Liens	22
SECTION 5.05.	Acknowledgment Regarding Series 2025 Acquisition and	
	Construction Account Moneys Following an Event of Default	23
SECTION 5.06.	Enforcement of Completion Agreement and True-Up	
	Agreement.	
SECTION 5.07.	Assignment of Issuer's Rights Under Collateral Assignment	23
ARTICLE VI CONCEI	RNING THE TRUSTEE	24

Acceptance by Trustee.	24
Limitation of Trustee's Responsibility	24
Trustee's Duties.	24
ANEOUS PROVISIONS	24
Interpretation of Supplemental Indenture	24
Amendments.	24
Counterparts	24
•	
Tax Reporting Obligations.	25
4.	Limitation of Trustee's Responsibility Trustee's Duties

THIS FIRST SUPPLEMENTAL TRUST INDENTURE dated as of [_____] 1, 2025 (the "First Supplemental Indenture") between **COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **THE BANK OF NEW YORK MELLON TRUST COMPANY**, **N.A.**, a national banking association duly organized and existing under the laws of the United States of America, with its designated corporate trust office located at 4655 Salisbury Road, Suite 300, Jacksonville, Florida 32256 (said banking association and any bank or trust company becoming successor trustee under this First Supplemental Indenture being hereinafter referred to as the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and by Ordinance No. 2025-23-E of the City Council of the City of Jacksonville, Florida (the "City"), enacted on February 25, 2025, and effective on February 28, 2025, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure, within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises governed by the Issuer (referred to herein as the "District Lands") are described more fully in the Improvement Plan, as hereinafter defined, and consist of approximately 1,002 acres of land located entirely within the City; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of a portion of the utility, transportation and recreation facilities described in the Improvement Plan (the "Project"); and

WHEREAS, the Board of Supervisors of the Issuer (the "Board") duly adopted Resolution No. 2025-25 on March 3, 2025 (the "Initial Bond Resolution"), authorizing, among other things, the issuance of not to exceed \$648,665,000 aggregate principal amount of its Coastal Ridge Community Development District Special Assessment Revenue Bonds in order to pay all or a portion of its Improvement Plan; and

WHEREAS, the Issuer's Resolution No. 2025-[___] was duly adopted by the Board on May 6, 2025, authorizing, among other things, the sale of its Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds") which are issued hereunder, as one Series of Bonds under, and as defined in, the Master Indenture, and has authorized the execution and delivery of the Master Indenture and this First Supplemental Indenture to secure the issuance of the Series 2025 Bonds and to set forth the terms of the Series 2025 Bonds; and

WHEREAS, the Issuer will apply the net proceeds of the Series 2025 Bonds to: (i) finance a portion of the Costs of the Project; (ii) pay certain costs associated with the issuance of the

Series 2025 Bonds and; (iii) make a deposit into the Series 2025 Debt Service Reserve Account which account will be held for the benefit of all of the Series 2025 Bonds.

WHEREAS, the Series 2025 Bonds will be secured by a pledge of the Trust Estate, as provided in the Master Indenture consisting primarily of Pledged Revenues (as hereinafter defined) to the extent provided herein, which Pledged Revenues consist primarily of the Series 2025 Special Assessments (as hereinafter defined) levied on that portion of the District Lands benefitted by the Project; and

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2025 Bonds, the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2025 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2025 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2025 Bonds issued hereunder and any other amounts owed hereunder, and any Bonds issued on a parity with the Series 2025 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2025 Bonds issued and to be issued under this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this First Supplemental Indenture) of any one Series 2025 Bond over any other Series 2025 Bond, all as provided in the Indenture (as hereinafter defined), and any Bonds issued on a parity with the Series 2025 Bonds.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2025 Bonds issued, and any Bonds issued on a parity with the Series 2025 Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2025 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums

of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this First Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this First Supplemental Indenture shall be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this First Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean, one or more acquisition agreements pursuant to which the Issuer agrees to purchase certain work product, plans and improvements comprising all or a portion of the Project. "Arbitrage Certificate" shall mean that certain Arbitrage Certificate of the Issuer, dated [_____, __], 2025, relating to certain restrictions on arbitrage under the Code. "Assessment Consultant" shall mean, initially Governmental Management Services, LLC or such successor Assessment Consultant appointed by the Issuer. "Assessment Methodology" shall mean, collectively, the Master Special Assessment Methodology Report dated March 3, 2025, as supplemented by the [Supplemental Special Assessment Methodology Report], dated [_____, __], 2025, each as prepared by the Assessment Consultant and relating to the Series 2025 Bonds, including, without limitation, all exhibits and appendices thereto. "Assessment Resolutions" shall mean Resolution Nos. 2025-26 and 2025-27 adopted by the Board on April 1, 2025, Resolution No. 2025-[___] adopted by the Board on May 6, 2025, and Resolution No. [______] adopted by the Board on [______, ___], 2025, as amended and supplemented from time to time. "Authorized Denomination" shall mean, with respect to the Series 2025 Bonds, \$5,000 or any integral multiple thereof; provided however, that the Series 2025 Bonds shall be delivered to the initial purchasers thereof in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. "Bond Registrar" shall mean the Trustee, and its successors and assigns as Bond Registrar hereunder.

Developer and the Development Manager.

Development and Contract Rights, dated [_____, ___], 2025, among the Issuer, the Master

"Collateral Assignment" shall mean the Collateral Assignment and Assumption of

"Completion Agreement" shall mean the Agreement by and Between the Issuer and the Master Developer Regarding the Completion of Certain Improvements, dated [_____, ___], 2025, as such agreement may be modified from time to time.

"Declaration of Consent" shall mean the Declaration of Consent to Jurisdiction of Coastal Ridge Community Development District and to Imposition of Special Assessments for Series 2025 Bonds, dated [______, ___], 2025, delivered by the Master Developer.

"Development Manager" shall mean TPG Land Partners, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to its interests and assumes any or all of the responsibilities of said entity.

"District Manager" shall mean the person or entity serving as the Issuer's District Manager from time to time. The initial District Manager shall be Governmental Management Services, LLC.

"First Supplemental Indenture" shall mean this First Supplemental Trust Indenture dated as of [____] 1, 2025, by and between the Issuer and the Trustee, as supplemented or amended.

"Improvement Plan" shall mean the Improvement Plan for the Coastal Ridge Community Development District dated February 21, 2025 as prepared by England-Thims & Miller, Inc.

"Indenture" shall mean, collectively, the Master Indenture and this First Supplemental Indenture.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing November 1, 2025.

"Master Developer" shall mean EVRDEV, LLC, a Florida Limited Liability Company, and any affiliate or any entity which succeeds to its interests and assumes any or all of the responsibilities of said entity.

"Paying Agent" shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

"Pledged Revenues" shall mean, with respect to the Series 2025 Bonds (a) all revenues received by the Issuer from the Series 2025 Special Assessments levied and collected on that portion of the District Lands benefited by the Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2025 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2025 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the Rebate Fund, or investment earnings thereon, and (B) "special

assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso).

"Project" shall have the meaning as defined in the Preamble hereof.

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

"Regular Record Date" shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal amount of the Series 2025 Bond is to be paid.

"Reserve Account Release Conditions #1" shall mean, collectively, that (i) all lots subject to Series 2025 Special Assessments have been developed, platted and sold to homebuilders, (ii) all Series 2025 Special Assessments are being collected pursuant to the Uniform Method, and (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2025 Bonds. Upon satisfaction of Reserve Account Release Conditions #1, an Authorized Officer shall provide a written certification to the Trustee certifying that the events in clauses (i) and (ii) have occurred and affirming clause (iii) on which certifications the Trustee may conclusively rely (collectively, the "Reserve Release Certifications #1").

"Reserve Account Release Conditions #2" shall mean, collectively, that (i) all of the Reserve Account Release Conditions #1 have been satisfied and (ii) all homes subject to Series 2025 Special Assessments have been built, sold and closed with end-users. Upon satisfaction of Reserve Account Release Conditions #2, an Authorized Officer shall provide a written certification to the Trustee certifying that the events in clauses (i) and (ii) have occurred on which certifications the Trustee may conclusively rely (collectively, the "Reserve Release Certifications #2").

"Resolution" shall mean, collectively, Resolution No. 2025-25 of the Issuer adopted on March 3, 2025, as supplemented by Resolution No. 2025-[___] of the Issuer adopted on May 6, 2025.

"Series 2025 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Indenture.

"Series 2025 Bonds" shall mean Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025.

"Series 2025 Bond Redemption Account" shall mean the Series 2025 Bond Redemption Account established pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2025 Costs of Issuance Subaccount" shall mean the Subaccount so designated, established as a separate Subaccount within the Series 2025 Acquisition and Construction Account pursuant to Section 4.01(a) of this First Supplemental Indenture.

"Series 2025 Debt Service Reserve Account" shall mean the Account so designated, established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this First Supplemental Indenture.

"Series 2025 Debt Service Reserve Requirement" shall mean initially an amount equal to one hundred percent (100%) of the Maximum Annual Debt Service Requirements for all Outstanding Series 2025 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter the Series 2025 Debt Service Reserve Requirement shall be an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirements for all Outstanding Series 2025 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter the Series 2025 Debt Service Reserve Requirement shall be an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirements for all Outstanding Series 2025 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2025 Bonds, the Series 2025 Debt Service Reserve Requirement shall be \$[______].

"Series 2025 Optional Redemption Subaccount" shall mean the Account so designated, established as a separate Account under the Series 2025 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2025 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this First Supplemental Indenture.

"Series 2025 Prepayment" shall mean the payment by any owner of property of the amount of Series 2025 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment Resolutions. "Prepayments" shall include, without limitation, Series 2025 Prepayment Principal.

"Series 2025 Prepayment Subaccount" shall mean the Account so designated, established as a separate Account under the Series 2025 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2025 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2025 Special Assessments being prepaid.

"Series 2025 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this First Supplemental Indenture.

"Series 2025 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this First Supplemental Indenture.

"Series 2025 Special Assessments" shall mean the Assessments levied on that portion of the District Lands specially benefitted by the Project or any portion thereof, which assessments correspond in amount to the Debt Service on the Series 2025 Bonds.

"Substantially Absorbed" shall mean the date on which a principal amount of the Series 2025 Special Assessments equaling at least 90% of the then Outstanding principal amount of the Series 2025 Bonds are levied on the District Lands with respect to which a certificate of occupancy has been issued for a structure thereon.

"Trustee" shall mean The Bank of New York Mellon Trust Company, N.A., a national banking association, and its successors and assigns.

"True-Up Agreement" shall mean the Agreement between the Issuer and the Master Developer regarding the true-up and payment of Series 2025 Assessments, dated [____, __], 2025.

"Underwriter" shall mean MBS Capital Markets, LLC, the underwriter of the Series 2025 Bonds.

"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the forms of Series 2025 Bonds), refer to the entire Indenture.

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

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

ARTICLE II THE SERIES 2025 BONDS

SECTION 2.01. <u>Amounts and Terms of Series 2025 Bonds</u>; Issue of Series 2025 <u>Bonds</u>. No Series 2025 Bonds may be issued under this First Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

- (a) The total principal amount of Series 2025 Bonds that may be issued under this First Supplemental Indenture is expressly limited to \$[______]. The Series 2025 Bonds shall be numbered consecutively from 2025R-1 and upwards.
- (b) Any and all Series 2025 Bonds shall be issued substantially in the form attached as Exhibit A to the Master Indenture, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this First Supplemental Indenture. The Issuer shall issue the Series 2025 Bonds upon execution of this First Supplemental Indenture and satisfaction of the requirements of Section 207 of the Master Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Series 2025 Bonds and deliver them as specified in the request.

SECTION 2.02. <u>Execution</u>. The Series 2025 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. <u>Authentication</u>. The Series 2025 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2025 Bonds shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. <u>Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2025 Bonds.</u>

- (a) The Series 2025 Bonds are being issued hereunder in order to provide funds to (i) pay the Costs of a portion of the Project, (ii) fund the Series 2025 Debt Service Reserve Account, and (iii) pay the costs of issuance of the Series 2025 Bonds. The Series 2025 Bonds shall be designated "Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025," and shall be issued as fully registered bonds without coupons in Authorized Denominations.
- (b) The Series 2025 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2025 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2025 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2025, in which case from the date of original issuance of the Series 2025 Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.
- (c) Except as otherwise provided in Section 2.07 of this First Supplemental Indenture in connection with a book-entry only system of registration of the Series 2025 Bonds, the principal or Redemption Price of the Series 2025 Bonds shall be payable in lawful money of the

United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2025 Bonds. Except as otherwise provided in Section 2.07 of this First Supplemental Indenture in connection with a book-entry only system of registration of the Series 2025 Bonds, the payment of interest on the Series 2025 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2025 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Bond Registrar as of the close of business on the Regular Record Date, at such Owner's address as it appears on the Bond Register. Any interest on any Series 2025 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2025 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2025 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2025 Bonds.

(a) The Series 2025 Bonds will mature on May 1 in the years, be issued in the principal amounts and bear interest at the rates per annum, subject to the right of prior redemption in accordance with their terms, as follows.

Maturity Date	Principal Amount	Interest Rate
May 1		
	\$	%

Maturity Date	Principal Amount	Interest Rate
May 1		
	\$	%

Maturity Date Principal Amount Interest Rate May 1

\$

%

Interest on the Series 2025 Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2025 Bonds on the day before the default occurred.

SECTION 2.06. <u>Disposition of Series 2025 Bond Proceeds</u> . From the proceeds of
the Series 2025 Bonds received by the Trustee, which shall be \$[] (reflecting the
aggregate principal amount of the Series 2025 Bonds, less/plus original issue discount/premium
in the amount of \$[] and less an underwriter's discount in the amount of \$[]):
(a) \$[] which is an amount equal to the initial Series 2025 Debt Service Reserve Requirement, shall be deposited in the Series 2025 Debt Service Reserve Account of the Reserve Fund;
(b) \$[] shall be deposited into the Series 2025 Costs of Issuance Subaccount of the Series 2025 Acquisition and Construction Account and applied to pay costs of issuance of the Series 2025 Bonds; and
(c) \$[] constituting all remaining proceeds of the Series 2025 Bonds shall be deposited in the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to pay Costs of the Project in accordance with Article IV of the Master Indenture.

SECTION 2.07. <u>Book-Entry Form of Series 2025 Bonds</u>. The Series 2025 Bonds shall be issued as one fully registered bond per maturity and deposited with The Depository Trust Company ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such bookentry only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest Payment Date, the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2025 Bonds in the form of fully registered Series 2025 Bonds in accordance with the instructions from Cede & Co. While the Series 2025 Bonds are registered in book-entry only, presentation of the Series 2025 Bonds is not necessary for payment thereon.

SECTION 2.08. Appointment of Bond Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Bond Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2025 Bonds, and hereby appoints the Trustee, as its Bond Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Bond Registrar and its duties and responsibilities as Bond Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2025 Bonds. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. <u>Conditions Precedent to the Issuance of the Series 2025 Bonds</u>. In addition to complying with the requirements set forth in Section 207 of the Master Indenture in connection with the issuance of the Series 2025 Bonds, all the Series 2025 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed copies of the Master Indenture and this First Supplemental Indenture;
- (c) The Opinion of Counsel to the Issuer required by the Master Indenture;
- (d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2025 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture;
- (e) An Engineer's Certificate certifying as to the accuracy of the information set forth in the Improvement Plan regarding the Project;
- (f) Executed copies of the Acquisition Agreement, Collateral Assignment Agreement, Completion Agreement and True-Up Agreement, if applicable; and
 - (g) A certificate of the Assessment Consultant as required by the Master Indenture.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2025 Bonds is conclusive evidence that the conditions precedent for authentication of the Series 2025 Bonds have been met to the satisfaction of the Underwriter and the Issuer.

ARTICLE III REDEMPTION OF SERIES 2025 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2025 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2025 Bonds shall be made on the dates hereinafter required. If less than all the Series 2025 Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2025 Bonds to be redeemed shall be selected as provided in Section 301 of the Master Indenture unless specifically provided herein. Partial redemptions of Series 2025 Bonds shall be made in such a manner that the remaining Series 2025 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2025 Bond of each maturity.

- (a) <u>Optional Redemption</u>. The Series 2025 Bonds are subject to redemption prior to maturity at the option of the Issuer in whole or in part on any date on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2025 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.
- (b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2025 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, 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 as follows, if and to the extent that any one or more of the following have occurred:
 - (i) on or after the Date of Completion of the Project, pursuant to Section 4.01(a) hereof by application of moneys transferred from the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund established under the Indenture to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account in accordance with the terms of the Indenture; or
 - (ii) from amounts required by the Indenture to be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account including, but not limited to, Series 2025 Prepayment Principal and any excess amounts in the Series 2025 Debt Service Reserve Account as a result of the deposit of such Series 2025 Prepayment Principal and any excess amount on deposit in the Series 2025 Debt Service Reserve Account resulting from a reduction in the Series 2025 Reserve Requirement; or
 - (iii) on the date on which the amount on deposit in the Series 2025 Debt Service Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2025 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2025 Bonds shall be called for redemption, the particular Series 2025 Bonds or portions of Series 2025 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

(c) <u>Mandatory Sinking Fund Redemption</u>. The Series 2025 Bond maturing on May 1, 20[___], is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year	Amortization	Year	Amortization
May 1	Installment	May 1	Installment

The Series 2025 Bond maturing on May 1, 20[___], is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year	Amortization	Year	Amortization
May 1	Installment	May 1	Installment

The Series 2025 Bond maturing on May 1, 20[___], is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

^{*} Final Maturity

^{*} Final Maturity

Year	Amortization	Year	Amortization
(May 1)	Installment	(May 1)	Installment

*Final Maturity

The above Amortization Installments are subject to recalculation, as provided in the Master Indenture, as the result of the redemption of Series 2025 Bonds other than in accordance with scheduled Amortization Installments so as to re-amortize the remaining Outstanding principal of Series 2025 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term thereof.

SECTION 3.02. <u>Notice of Redemption</u>. When required to redeem Series 2025 Bonds under any provision of this First Supplemental Indenture or directed to redeem Series 2025 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2025 Bonds to be redeemed notice of the redemption, as set forth in Section 302 of the Master Indenture.

ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. <u>Establishment of Certain Funds and Accounts.</u>

The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2025 Acquisition and Construction Account." Net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Acquisition and Construction Account hereunder in the amounts set forth in Section 2.06 of this First Supplemental Indenture, together with any excess moneys transferred to the Series 2025 Acquisition and Construction Account. Such moneys in the Series 2025 Acquisition and Construction Account shall be applied as set forth in Article IV of the Master Indenture and this Section 4.01(a) and Section 3.01(b)(i) of this First Supplemental Indenture to pay costs to acquire and construct portions of the Project, or as otherwise provided herein after the Date of Completion. Each requisition shall substantially be in the form of requisition is attached as **Exhibit B** to the Master Indenture. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted hereunder. After the Date of Completion of the Project, which shall not occur until the satisfaction of Reserve Account Release Conditions #1 and Reserve Account Release Conditions #2 and after transferring any resulting excess Series 2025 Debt Service Reserve Requirement from the Series 2025 Debt Service Reserve Account to the Series 2025 Acquisition and Construction Account, and after retaining in the Series 2025 Acquisition and Construction Account the amount, if any, of all

remaining unpaid Costs of any portion of the Project set forth in the Consulting Engineer's Certificate establishing such Date of Completion, any funds remaining in the Series 2025 Acquisition and Construction Account shall be transferred to and deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account and applied to the extraordinary mandatory redemption of the Series 2025 Bonds, and the Series 2025 Acquisition and Construction Account shall be closed. The Series 2025 Acquisition and Construction Account shall remain open until both Reserve Account Release Conditions #1 and Reserve Account Release Conditions #2 have been satisfied.

There is hereby established within the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a "Series 2025 Costs of Issuance Subaccount." Amounts in the Series 2025 Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2025 Bonds. Six months after the date of issuance of the Series 2025 Bonds, any moneys remaining in the Series 2025 Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2025 Bonds shall be deposited into the Series 2025 Acquisition and Construction Account and applied as set forth in Article IV of the Master Indenture and Section 4.01(a) of this First Supplemental Indenture, and the Series 2025 Costs of Issuance Subaccount shall be closed.

- (b) Pursuant to Section 502 (b) of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2025 Revenue Account." Series 2025 Special Assessments (except for Series 2025 Prepayments which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2025 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2025 Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this First Supplemental Indenture.
 - (c) Reserved.
- (d) Pursuant to Section 502 (c) of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2025 Interest Account." Moneys deposited into the Series 2025 Interest Account shall be applied for the purposes provided therein and in Section 4.02 of this First Supplemental Indenture.
- (e) Pursuant to Section 502 (c) of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2025 Sinking Fund Account." Moneys shall be deposited into such Account as provided in Article V of the Master Indenture and Section 4.02 of this First Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this First Supplemental Indenture.
- (f) Pursuant to Section 502 (d) of the Master Indenture, the Trustee shall establish an Account within the Reserve Fund designated as the "Series 2025 Debt Service Reserve Account."

The Series 2025 Debt Service Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2025 Debt Service Reserve Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2025 Debt Service Reserve Account shall be used only for the purpose of making payments into the Series 2025 Interest Account and the Series 2025 Sinking Fund Account to pay Debt Service on the Series 2025 Bonds, when due, to the extent the moneys on deposit in such Accounts and available therefor are insufficient and for no other purpose.

Upon satisfaction of the Reserve Account Release Conditions #1 and/or Reserve Account Release Conditions #2, an Authorized Officer of the Issuer shall provide Reserve Release Certifications #1 and/or Reserve Release Certifications #2 to the Trustee, upon which certifications the Trustee may conclusively rely, and thereupon an Authorized Officer of the Issuer shall recalculate the Series 2025 Debt Service Reserve Requirement and instruct the Trustee to transfer any excess as a result of having met such Reserve Account Release Conditions to the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund to be used for the purposes of such Account.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Issuer shall recalculate the Series 2025 Debt Service Reserve Requirement taking into account any Series 2025 Prepayment Principal on deposit in the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2025 Debt Service Reserve Account in excess of the Series 2025 Debt Service Reserve Requirement as a result of such Series 2025 Prepayment Principal to the Series 2025 Prepayment Subaccount as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel. Following the foregoing transfer, such amounts in the Series 2025 Prepayment Subaccount shall be applied to the extraordinary mandatory redemption of the Series 2025 Bonds on the earliest date permitted for redemption therein and herein. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2025 Debt Service Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2025 Bonds, together with accrued interest on such Series 2025 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2025 Debt Service Reserve Account into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account to pay and redeem all of the Outstanding Series 2025 Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2025 Debt Service Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of delinquent Series 2025 Special Assessments.

Earnings on investments in the Series 2025 Debt Service Reserve Account shall be disposed of as follows:

- (A) If as of the last date on which amounts on deposit in the Series 2025 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2025 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2025 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2025 Debt Service Reserve Account shall be deposited to the credit of the Series 2025 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2025 Debt Service Reserve Requirement; and
- (B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, and the amount in the Series 2025 Debt Service Reserve Account is not reduced below the then Series 2025 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (x) prior to the Date of Completion of the Project, to the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Date of Completion of the Project, to the Series 2025 Revenue Account of the Revenue Fund. Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2025 Debt Service Reserve Account shall remain therein.
- (g) Pursuant to Section 502 (c) of the Master Indenture, the Trustee shall establish an Account within the Debt Service Fund designated as the "Series 2025 Bond Redemption Account" and within such Account, a "Series 2025 Optional Redemption Subaccount" and a "Series 2025 Prepayment Subaccount." Except as otherwise provided in this First Supplemental Indenture, moneys to be deposited into the Series 2025 Bond Redemption Account, as provided in Article VI of the Master Indenture shall be deposited to the Series 2025 Optional Redemption Subaccount of the Series 2025 Bond Redemption Account. Series 2025 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account, as provided in the Indenture.
- (h) Moneys in the Series 2025 Optional Redemption Subaccount (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2025 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2025 Optional Redemption Subaccount to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture; and

SECOND, the remainder to be utilized by the Trustee, at the written direction of an Authorized Officer, to call for redemption such Series 2025 Bonds that are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2025 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than \$5,000 principal amount of Series 2025 Bonds shall be called for redemption at one time.

(i) Moneys in the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(ii) hereof an amount of Series 2025 Bonds equal to the amount of money transferred to the Series 2025 Prepayment Subaccount pursuant to the aforesaid provision, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(ii) hereof.

Series 2025 Revenue Account. The Trustee shall deposit into the Series 2025 Revenue Account the Pledged Revenues, other than Series 2025 Prepayment Principal, which shall be identified by the Issuer to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the Issuer at the time of deposit to the Trustee, Pledged Revenues paid to the Trustee shall be deposited into the Series 2025 Revenue Account, and that Pledged Revenues which the Issuer informs the Trustee constitute Series 2025 Prepayment Principal shall be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2025 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account and, if the balance therein is greater than zero, shall, upon written direction from the Issuer, transfer from the Series 2025 Revenue Account for deposit into the Series 2025 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2025 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2025 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2025 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2025 Bonds set forth in Article III hereof.

Following the foregoing transfers, the Trustee shall transfer from amounts on deposit in the Series 2025 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, no later than the Business Day preceding each May 1 and November 1, to the Series 2025 Interest Account of the Debt Service Fund, an amount equal to the interest on the

Series 2025 Bonds due on such May 1 or November 1, less any other amounts already on deposit in the Series 2025 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2025 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2025 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2025 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2025 Debt Service Reserve Account an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2025 Debt Service Reserve Requirement;

FOURTH, notwithstanding the foregoing, at any time the Series 2025 Bonds are subject to redemption on a date which is not an Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2025 Interest Account the amount necessary to pay interest on the Series 2025 Bonds subject to redemption on such date; and

FIFTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2025 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the balance on deposit in the Series 2025 Revenue Account on such November 2 shall (i) before the Date of Completion of the Project, be transferred into the Series 2025 Acquisition and Construction Account, and (ii) on and after the Date of Completion of the Project, be paid over to the Issuer at the written direction of an Authorized Officer and used for any lawful purpose of the Issuer; provided, however, that on the date of either such proposed transfer the Trustee shall not have received written notice of an Event of Default under the Indenture relating to the Series 2025 Bonds, and all Trustee's fees and expenses relating to the Series 2025 Bonds shall have been paid.

SECTION 4.03. Power to Issue Series 2025 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2025 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2025 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2025 Bonds, except for Bonds issued to refund all or a portion of the Series 2025 Bonds. The Series 2025 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2025 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Project, as described in the Improvement Plan, in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.05. <u>Prepayments; Removal of Special Assessment Liens.</u>

- At any time any owner of property subject to the Series 2025 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2025 Special Assessments by paying to the Issuer all or a portion of the Series 2025 Special Assessment which shall constitute Series 2025 Prepayments as directed in writing by the Issuer pursuant to the provisions of Section 4.01(b) of this First Supplemental Indenture, plus accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to such Series 2025 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2025 Bonds in the event the amount in the Series 2025 Debt Service Reserve Account will exceed the Series 2025 Debt Service Reserve Requirement as a result of a Series 2025 Prepayment in accordance with Section 4.01(f) and the resulting redemption of Series 2025 Bonds in accordance with Section 3.01(b)(ii) of this First Supplemental Indenture, the excess amount above the Series 2025 Debt Service Reserve Requirement shall be transferred from the Series 2025 Debt Service Reserve Account to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account, as a credit against the Series 2025 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of an Authorized Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2025 Debt Service Reserve Account to equal or exceed the Series 2025 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2025 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2025 Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on or before the 46th day prior to a Quarterly Redemption Date. The Trustee is authorized to make such transfers as provided in this section and has no duty to verify such calculations.
- (b) Upon receipt of Series 2025 Prepayments as described in paragraph (a) above, which includes accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2025 Prepayment and the Issuer shall take

such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2025 Special Assessment has been paid in whole or in part and that such Series 2025 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account to be applied in accordance with Section 4.01(h)(i) of this First Supplemental Indenture, to the redemption of Series 2025 Bonds in accordance with Section 3.01(b)(ii) of this First Supplemental Indenture.

The Trustee shall conclusively rely on the Issuer's determination of what moneys constitute Series 2025 Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2025 Bonds pursuant to Section 3.01(b)(ii) of this First Supplemental Indenture on each March 15, June 15, September 15 and December 15.

ARTICLE V ADDITIONAL COVENANTS OF THE ISSUER

Section 811 of the Master Indenture, the Series 2025 Special Assessments. Notwithstanding Section 811 of the Master Indenture, the Series 2025 Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto; provided, however, Series 2025 Special Assessments levied on platted lots and pledged hereunder to secure the Series 2025 Bonds will be collected pursuant to the Uniform Method pursuant to Section 811 of the Master Indenture. The Issuer covenants to enter into an agreement with the County in order to comply with the provisions of this Section.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners, requests that the Issuer not use the Uniform Method, but instead collect and enforce Series 2025 Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2025 Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2025 Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. <u>Additional Covenant Regarding Series 2025 Special Assessments</u>. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2025 Special Assessments, including the Assessment Resolutions and the

Assessment Methodology, and to levy the Series 2025 Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2025 Bonds, when due.

SECTION 5.03. <u>Foreclosure of Assessment Lien</u>. Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2025 Special Assessments and Series 2025 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2025 Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2025 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, costs and exp expenses, if any), the property may then be purchased by the Issuer for an amount equal to the balance due on the Series 2025 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, costs and expenses, if any), from any legally available funds of the Issuer and the Issuer shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2025 Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners, but shall not be obligated, to direct the Issuer with respect to any action taken pursuant to this Section. The Issuer shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2025 Revenue Account. The Issuer agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2025 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners. Notwithstanding anything to the contrary herein, the Trustee shall not be required to take any action under this Section unless it has been directed in writing by the Majority Owners and has received indemnity satisfactory to it.

SECTION 5.04. No Parity Bonds; Limitation on Parity Liens. Other than Bonds issued to refund the Outstanding Series 2025 Bonds, the Issuer shall not, while any Series 2025 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Pledged Revenues. The Issuer further covenants and agrees that so long as the Series 2025 Bonds are Outstanding, the Issuer will not impose debt service Assessments for capital projects on any lands then subject to the Series 2025 Special Assessments without the written consent of the Majority Owners; provided, however, such consent shall not be required if the Series 2025 Special Assessments have been Substantially Absorbed evidence of which shall be provided by the Issuer to the Trustee in a written certificate upon which the Trustee may conclusively rely. The Trustee shall have no duty to verify if the Series 2025 Special Assessments are Substantially Absorbed and in the absence of a certification as provided above can assume that the Series 2025 Special Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, the Issuer is not precluded from imposing capital assessments (or the issuance of Bonds secured by such capital assessments) on property then subject to the Series 2025 Special Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the Issuer.

SECTION 5.05. Acknowledgment Regarding Series 2025 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2025 Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that the Pledged Revenues include, without limitation, all amounts on deposit in the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, and upon the occurrence of an Event of Default with respect to the Series 2025 Bonds, (i) the Pledged Revenues may not be used by the Issuer (whether to pay Costs of the Project or otherwise) without the consent of the Majority Owners of the Series 2025 Bonds, except to the extent that prior to the occurrence of an Event of Default the Issuer had incurred a binding obligation with third parties for work on the Project and payment is for such work and (ii) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2025 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

SECTION 5.06. Enforcement of Completion Agreement and True-Up Agreement. The Issuer covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the Issuer covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2025 Bonds may, subject to the provisions of Section 604 of the Master Indenture act on behalf of, and in the Issuer's stead, to enforce the provisions of such Agreement and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the Issuer to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2025 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2025 Bonds, shall constitute an Event of Default under the Indenture, provided, however, that the Issuer shall have a reasonable opportunity to cure.

SECTION 5.07. <u>Assignment of Issuer's Rights Under Collateral Assignment</u>. The Issuer hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2025 Bonds Outstanding under the Indenture. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment; provided, however, the Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2025 Bonds. Notwithstanding anything to the contrary herein, prior to taking any action under this Section 5.07, the Trustee shall have first been indemnified to its satisfaction.

SECTION 5.08. <u>Continuing Disclosure Agreement</u>. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended. The Issuer 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.

ARTICLE VI CONCERNING THE TRUSTEE

SECTION 6.01 <u>Acceptance by Trustee</u>. The Trustee accepts the trusts declared and provided in this First Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture.

SECTION 6.02. <u>Limitation of Trustee's Responsibility</u>. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

SECTION 6.03. <u>Trustee's Duties</u>. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. <u>Interpretation of Supplemental Indenture</u>. This First Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2025 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this First Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. <u>Amendments</u>. Any amendments to this First Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. <u>Counterparts</u>. This First 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 7.04. Payment Dates. In any case in which an Interest Payment Date, principal payment date or the maturity date of the Series 2025 Bonds or the date fixed for the redemption of any Series 2025 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.05. <u>No Rights Conferred on Others</u>. Nothing herein contained shall confer any right upon any person other than the parties hereto and the Holders of the Series 2025 Bonds.

SECTION 7.06. <u>Tax Reporting Obligations</u>. If the Bonds are ever held in other than book entry form of registration, upon the Trustee's written request, the Issuer and each Owner shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation the cost basis reporting obligations under Section 6045 of the Code and the applicable regulations thereunder, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

IN WITNESS WHEREOF, Coastal Ridge Community Development District has caused this First Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by a Secretary or Assistant Secretary of its Board of Supervisors and The Bank of New York Mellon Trust Company, N.A. has caused this First Supplemental Trust Indenture to be executed by an Authorized Signatory, all as of the day and year first above written.

SEAL	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT
Attest:	
	By: Chairperson, Board of Supervisors
Ву:	
Secretary/Assistant Secretary, Board of Supervisors	
	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Trustee, Paying Agent and Bond Registrar
	By: Authorized Signatory

.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT (City of Jacksonville, Florida)

\$[Bond Amount] Special Assessment Revenue Bonds, Series 2025

[BPA Date]

BOND PURCHASE AGREEMENT

Coastal Ridge Community Development District City of Jacksonville, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement ("Purchase Agreement") with the Coastal Ridge Community Development District (the "District"). This offer is made subject to written acceptance hereof by the District at or before 11:59 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the District at any time prior to the acceptance hereof by the District. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum or in the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants 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 its \$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2025 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2025. The purchase price for the Series 2025 Bonds shall be \$[PP] (representing the aggregate par amount of the Series 2025 Bonds of \$[Bond Amount].00, [less/plus] [net] original issue [discount/premium] of \$[OID/OIP] and less an Underwriter's discount of \$[UD]).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Series 2025 Bonds. The Series 2025 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and Ordinance No. 2025-23-E, enacted by the City Council of the City of Jacksonville, Florida, on February 25, 2025, effective February 28, 2025 (the "Ordinance"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major

infrastructure within and without the boundaries of the District. The Series 2025 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of June 1, 2025 (the "Master Indenture"), between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of June 1, 2025, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), and Resolution Nos. 2025-25 and 2025-29, adopted by the Board of Supervisors of the District (the "Board") on March 3, 2025 and May [6], 2025, respectively (collectively, the "Bond Resolution"), authorizing the issuance of the Series 2025 Bonds. The Series 2025 Special Assessments comprising the Pledged Revenues have been levied by the District on the lands within the District specially benefited by the Master CIP pursuant to Resolution Nos. 2025-26 and 2025-27 adopted by the Board on April 1, 2025, Resolution No. 2025-28 adopted by the Board on May [6], 2025 and a resolution to be adopted by the Board on or about June [3], 2025 (collectively, the "Assessment Resolutions").

Consistent with the requirements of the Indenture and the Act, the Series 2025 Bonds are being issued to (a) finance a portion of the Costs of the Master CIP, (b) pay certain costs associated with the issuance of the Series 2025 Bonds, and (c) make a deposit into the Series 2025 Debt Service Reserve Account which account will be held for the benefit of all of the Series 2025 Bonds.

The principal and interest on the Series 2025 Bonds are payable from and secured by the Pledged Revenues, which consist primarily of the revenues received by the District from the Series 2025 Special Assessments levied against certain lands in the District that are subject to assessment as a result of the Master CIP or any portion thereof.

At the time of issuance of the Series 2025 Bonds, the District, EVRDEV, LLC, a Florida limited liability company (the "Master Developer"), and/or TPG Land Partners, LLC, a Florida limited liability company (the "Development Manager"), will enter into:

- (a) the Continuing Disclosure Agreement (the "Disclosure Agreement") among the District, the Master Developer, and Governmental Management Services, LLC (the "Dissemination Agent") dated as of the date of Closing (hereinafter defined);
- (b) the [True-Up Agreement] (the "True Up Agreement") between the District and the Master Developer dated as of the date of Closing;
- (c) the [Collateral Assignment] (the "Collateral Assignment") among the District, the Master Developer and the Development Manager dated as of the date of Closing;
- (d) the [Completion Agreement] (the "Completion Agreement") between the District and the Master Developer dated as of the date of Closing;
- (e) the [Acquisition Agreement] (the "Acquisition Agreement") between the District and the Master Developer dated as of the date of Closing; and
- (f) the [Declaration of Consent to Jurisdiction] (the "Declaration of Consent") by the Master Developer dated as of the date of Closing.

For purposes hereof, this Purchase Agreement, the Indenture, the Disclosure Agreement, the True-Up Agreement, the Collateral Assignment, the Completion Agreement, the Acquisition Agreement and the Declaration of Consent, are referred to herein collectively as the "Financing Documents."

3. <u>Delivery of Limited Offering Memorandum and Other Documents.</u>

- (a) Prior to the date hereof, the District provided to the Underwriter for its review the Preliminary Limited Offering Memorandum, dated [PLOM Date] (the "Preliminary Limited Offering Memorandum"), that the District 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 (the "SEC Rule") in connection with the pricing of the Series 2025 Bonds. The District hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.
- (b) The District shall deliver, or cause to be delivered, at its expense, to the Underwriter, within seven (7) business days after the date hereof, or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least one (1) business day prior to the date of Closing, or within such other period as the Underwriter may inform the District which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer, sufficient copies of the final Limited Offering Memorandum (the "Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of the State of Florida (the "State") and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the District is reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the District as shall be sufficient to enable the Underwriter to comply with the requirements of the SEC Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under State and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The District authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2025 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2025 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (1) ninety (90) days from the "end of the underwriting period" (as defined in the SEC Rule), or (2) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the District has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall

notify the Underwriter and if, in the reasonable opinion of the District or the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the District, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2025 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The District will promptly notify the Underwriter of the occurrence of any event of which it has knowledge which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2025 Bonds are hereinafter included within the term "Limited Offering Memorandum."

- 4. <u>Authority of the Underwriter</u>. The Underwriter is duly authorized to execute this Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past 36 months, as all such terms are defined in Section 287.133, Florida Statutes.
- 5. Offering and Sale of Series 2025 Bonds. The Underwriter agrees to make a bona fide limited offering to "accredited investors" representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Series 2025 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A attached hereto; provided, however, that the Underwriter may (a) offer and sell the Series 2025 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A attached hereto, or (b) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2025 Bonds. The Underwriter agrees to assist the District in establishing the issue price as provided in Section 20 hereof.

The District hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2025 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such limited public offering and sale.

- 6. <u>District Representations, Warranties, Covenants and Agreements</u>. The District represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of Closing:
- (a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State, with full legal right, power and authority to (1) impose, levy and collect the Series 2025 Special Assessments in the manner described in the Limited Offering Memorandum, (2) issue the Series 2025 Bonds for the purposes for which they are to be issued, as described in the Limited Offering Memorandum, (3) secure the Series 2025 Bonds as provided by the

Indenture, (4) enter into the Financing Documents to which it is a party, (5) carry out and consummate all of the transactions contemplated by the Bond Resolution, the Assessment Resolutions and the Financing Documents to which it is a party, and (6) undertake the completion of the Master CIP.

- (b) The District has complied and will at Closing be in compliance in all respects with the Bond Resolution, the Assessment Resolutions, the Act, and the Constitution and laws of the State in all matters relating to the Financing Documents and the Series 2025 Bonds, and the imposition, levy and collection of the Series 2025 Special Assessments.
- (c) The District has, or by Closing will have, duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Bond Resolution, the Assessment Resolutions, the Financing Documents to which it is a party, the Series 2025 Special Assessments and the Series 2025 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Series 2025 Special Assessments, the Series 2025 Bonds and the Limited Offering Memorandum.
- (d) Each of the Financing Documents to which the District is a party constitutes, or will constitute at Closing, a legally valid and binding obligation of the District enforceable in accordance with its terms and, upon due authorization, execution and delivery thereof by the parties thereto, will constitute a legally valid and binding obligation of the District enforceable in accordance with its terms.
- (e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2025 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legally valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.
- (f) Upon the execution, authentication, issuance and delivery of the Series 2025 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2025 Bonds, a legally valid and binding pledge of and a security interest in and to the Pledged Revenues pledged to the Series 2025 Bonds, subject only to the provisions of the Indenture permitting the application of such Pledged Revenues for the purposes and on the terms and conditions set forth in the Indenture.
- (g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be obtained or made simultaneously with the issuance of the Series 2025 Bonds, is required to be obtained or made by the District in connection with the issuance and sale of the Series 2025 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under, the Financing Documents to which it is a party and the Series 2025 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

- (h) Other than as disclosed in the Limited Offering Memorandum, the District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, the Financing Documents to which it is a party, the Series 2025 Bonds or any applicable judgment or decree or any other 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, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument except as otherwise stated herein.
- (i) The execution and delivery by the District of the Financing Documents, the Series 2025 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2025 Bonds, or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.
- Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Series 2025 Bonds, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2025 Bonds, the Financing Documents to which it is a party, the Series 2025 Special Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2025 Bonds, (6) the exemption under the Act of the Series 2025 Bonds and the interest thereon from taxation imposed by the State, (7) the legality of investment in the Series 2025 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2025 Bonds, or (9) the collection of the Series 2025 Special Assessments and the pledge thereof under the Indenture to pay the principal, premium, if any, or interest on the Series 2025 Bonds.
- (k) The District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Pledged Revenues pledged to the Series 2025 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2025 Bonds.

- (l) Between the date of this Purchase Agreement and the date of Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.
- (m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.
- (n) No representation or warranty by the District in this Purchase Agreement nor any statement, certificate, document or exhibit furnished or to be furnished by the District pursuant to this Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit 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 no representation is made with respect to information concerning The Depository Trust Company, the Underwriter, or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2025 BONDS Book-Entry Only System," "THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER," "THE DEVELOPMENT," "TAX MATTERS," "LITIGATION Master Developer," "LITIGATION Development Manager," "CONTINUING DISCLOSURE Master Developer Continuing Compliance," and "UNDERWRITING."
- (o) Except as disclosed in the Limited Offering Memorandum, the District is not in default and has not been in default at any time after December 31, 1975, as to principal or interest with respect to any obligations issued or guaranteed by the District.
- 7. The Closing. At 12:00 noon, New York time, on [Closing Date], or at such earlier or later time or date to which the District and the Underwriter may mutually agree, the District will, subject to the terms and conditions hereof, deliver the Series 2025 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2025 Bonds as set forth in Section 1 hereof (such delivery of and payment for the Series 2025 Bonds is herein called the "Closing"). The District shall cause CUSIP identification numbers to be printed on the Series 2025 Bonds, but neither the failure to print such number on any Series 2025 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2025 Bonds in accordance with the terms of this Purchase Agreement. The Closing shall occur at the offices of the District, or such other place to which the District and the Underwriter shall have mutually agreed. The Series 2025 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Bond Registrar to retain possession of the Series 2025 Bonds.

- 8. <u>Closing Conditions</u>. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties, covenants and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of Closing. Accordingly, the Underwriter's obligations under this Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2025 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:
- (a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement and the Indenture as of the date of Closing;
- (b) At the Closing, (1) the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Series 2025 Special Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2025 Bonds all such action as in the reasonable opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to which it is a party to be performed at or prior to the Closing, and (5) the Series 2025 Bonds shall have been duly authorized, executed, authenticated and delivered; and
- (c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:
 - (1) the Bond Resolution and Assessment Resolutions, certified by authorized officers of the District under its seal as true and correct copies and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;
 - (2) copies of the Master Indenture and Supplemental Indenture;
 - (3) a copy of the Limited Offering Memorandum, and any amendments or supplements thereto;

- (4) a certificate of the District, dated the date of Closing, signed on its behalf by the Chair or Vice Chair and the Secretary or an Assistant Secretary of its Board of Supervisors, in substantially the form attached hereto as Exhibit C;
- (5) an opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;
- a supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (A) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to it, (B) the Series 2025 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (C) Bond Counsel has reviewed (i) the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2025 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the bookentry system) and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS" (other than the portions thereof captioned "Collateral Assignment," "Completion Agreement" and "True-Up Agreement") and is of the opinion that insofar as such statements purport to summarize certain provisions of the Series 2025 Bonds and the Indenture, such statements are accurate summaries of the provisions purported to be summarized therein, and (ii) the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and believes that such information is accurate:
- (7) an opinion, dated the date of Closing, of Kutak Rock LLP, Tallahassee, Florida, District Counsel, in substantially the form attached hereto as <u>Exhibit D</u>;
- (8) an opinion, dated the date of Closing, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;
- (9) an opinion, dated the date of Closing and addressed to the Underwriter and the District, of counsel to the Trustee, in form and substance acceptable to the Underwriter and the District and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;
- (10) a certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2025 Bonds will be used in a manner that would cause the Series 2025 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;
 - (11) specimen Series 2025 Bonds;
 - (12) executed Financing Documents;

- (13) a copy of the executed Letter of Representations between the District and DTC:
- (14) copies of the Master Special Assessment Methodology Report, dated March 3, 2025, and the [Supplemental Special Assessment Methodology Report], dated on or about the date hereof, each prepared by the Assessment Consultant;
- (15) a certificate of the Assessment Consultant, in substantially the form attached hereto as Exhibit E;
- (16) a copy of the Improvement Plan for the Coastal Ridge Community Development District, dated February 21, 2025, prepared by the Consulting Engineer;
- (17) a certificate of the Consulting Engineer, in substantially the form attached hereto as Exhibit F;
- (18) a certificate of the District Manager and Dissemination Agent, in substantially the form attached hereto as <u>Exhibit G</u>;
- (19) a certificate of the Master Developer and Development Manager, in substantially the form attached hereto as <u>Exhibit H</u> and an opinion of counsel to the Master Developer and Development Manager in substantially the form attached hereto as Exhibit I;
- (20) evidence of compliance with the requirements of Section 189.051 and Section 215.84, Florida Statutes;
 - (21) copies of the final judgment and certificate of no appeal; and
- (22) such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2025 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the date of Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payment for, the Series 2025 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2025 Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2025 Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder; provided, however, that the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

- **9.** <u>Termination</u>. The Underwriter may terminate this Purchase Agreement by written notice to the District in the event that between the date hereof and the date of Closing:
- the marketability of the Series 2025 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by (1) an amendment to the Constitution of the United States, (2) any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (A) enacted or adopted by the United States, (B) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chairman 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, the Treasury Department of the United States or the Internal Revenue Service, or (C) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, (3) any decision of any court of the United States, (4) any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, (5) a release or announcement or communication issued or sent by the Treasury Department of the United States or the Internal Revenue Service, or (6) any comparable legislative, judicial or administrative development affecting the federal tax status of the District, its property or income, obligations of the general character of the Series 2025 Bonds, as contemplated hereby, or the interest thereon; or
- (b) any legislation, rule, or regulation shall be introduced in, or be enacted or adopted in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or
- (c) any amendment to the Limited Offering Memorandum is proposed by the District or deemed necessary by Bond Counsel or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or
- (d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter,

impractical or inadvisable to proceed with the offering or delivery of the Series 2025 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

- (e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission (the "SEC") which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2025 Bonds to be registered under the Securities Act of 1933, as amended (the "1933 Act"), or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or
- (f) legislation shall be introduced by amendment or otherwise in or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the SEC or any other governmental authority having jurisdiction of the subject matter of the Series 2025 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the District to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2025 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2025 Bonds is or would be in violation of any of the federal securities laws at Closing, including the 1933 Act, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the 1939 Act, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of either the Series 2025 Bonds as contemplated hereby, or of obligations of the general character of the Series 2025 Bonds; or
- (g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the District or proceedings under the federal or State bankruptcy laws shall have been instituted by the District, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect the market price or the marketability of the Series 2025 Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Series 2025 Bonds; or
- (h) a general banking moratorium shall have been declared by the United States, New York or State authorities which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or
- (i) any national securities exchange or any governmental authority shall impose, as to the Series 2025 Bonds or obligations of the general character of the Series 2025 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or

- (j) legal action shall have been filed against the District wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2025 Bonds, the Bond Resolution, the Assessment Resolutions or any of the Financing Documents; provided, however, that as to any such litigation, the District may request and the Underwriter may accept an opinion by Bond Counsel, or other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or
- (k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the District's obligations; or
- (l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit 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 and upon the receipt of notice of the same by the District, the District fails to promptly amend or supplement the Limited Offering Memorandum; or
- (m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is 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 which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2025 Bonds or the contemplated offering prices thereof and upon the receipt of notice of the same by the District, the District fails to promptly amend or supplement the Limited Offering Memorandum; or
- (n) the Internal Revenue Service makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Internal Revenue Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2025 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2025 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the

date of acceptance of this Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, (2) the fees and disbursements of Bond Counsel, District Counsel, Underwriter's Counsel, Governmental Management Services, LLC, as Assessment Consultant, England, Thims & Miller, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager and the Dissemination Agent, (3) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture, and (4) out-of-pocket expenses of the District.

- (b) The Underwriter shall pay (1) the cost of qualifying the Series 2025 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale, and (2) out-of-pocket expenses and advertising incurred by it in connection with their offering and distribution of the Series 2025 Bonds.
- (c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.
- 11. <u>Notices</u>. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter: MBS Capital Markets, LLC

152 Lincoln Avenue

Winter Park, Florida 32789

Attn: Brett Sealy

The District: Coastal Ridge Community Development District

c/o Governmental Management Services, LLC

475 West Town Place, Suite 114

World Golf Village

St. Augustine, Florida 32092

Attn: James Oliver

Copy to District Counsel: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: Katie Buchanan, Esq.

12. Parties in Interest. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assignees of the District or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigations made by or on behalf of the Underwriter, (b) the delivery of and payment for the Series 2025 Bonds pursuant to this Purchase Agreement, or (c) any termination of this Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

- 13. <u>Waiver</u>. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.
- 14. <u>Effectiveness</u>. This Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair and shall be valid and enforceable at the time of such acceptance.
- 15. <u>Counterparts</u>. This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as a net original and all of which shall constitute one and the same document.
- **16.** <u>Headings</u>. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.
- 17. <u>Florida Law Governs</u>. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State.
- 18. <u>Truth In Bonding Statement</u>. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:
- (a) The District is proposing to issue \$[Bond Amount].00 of its Series 2025 Bonds for the purposes described in Section 2 hereof. This obligation is expected to be repaid over a period of approximately [30] years. At a true interest cost of approximately [TIC]%, total interest paid over the life of the obligation will be \$[_____].
- (b) The source of repayment for the Series 2025 Bonds is the Pledged Revenues (as described in Section 2 hereof). Authorizing this obligation will result in an average of approximately \$[____] not being available to finance other services of the District every year for approximately [30] years; provided however, that in the event that the Series 2025 Bonds were not issued, the District would not be entitled to impose and collect the Series 2025 Special Assessments in the amount of the principal of and interest to be paid on the Series 2025 Bonds.
- 19. No Advisory or Fiduciary Role. The District acknowledges and agrees that (a) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting 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 fiduciary of the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with

respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2025 Bonds, (e) the Underwriter has financial and other interests that differ from those of the District, and (f) the District has received the Underwriter's G-17 Disclosure Letter.

20. <u>Establishment of Issue Price</u>.

- (a) The Underwriter agrees to assist the District in establishing the issue price of the Series 2025 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, substantially in the form attached hereto as Exhibit J, 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 Series 2025 Bonds.
- (b) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price at which 10% of each maturity of the Series 2025 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 Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Series 2025 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2025 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series 2025 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2025 Bonds of that maturity or until all Series 2025 Bonds of that maturity have been sold to the public.
- (c) The Underwriter confirms that it has offered the Series 2025 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2025 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 Series 2025 Bonds, the Underwriter will neither offer nor sell unsold Series 2025 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 (5th) business day after the sale date; or
 - (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 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 Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- (d) The Underwriter acknowledges that sales of any Series 2025 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;
 - (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the public);
 - (3) a purchaser of any of the Series 2025 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) 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), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) 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
 - (4) "sale date" means the date of execution of this Purchase Agreement by all parties.

[Remainder of Page Intentionally Left Blank]

	ase Agreement when accepted by you in
writing as heretofore specified shall constitute made solely for the benefit of the District and that assigns of the District or the Underwriter). No of	ne Underwriter (including the successors or
hereunder or by virtue hereof.	
	Very truly yours,
	MBS CAPITAL MARKETS, LLC
	By:Brett Sealy, Managing Partner
Accepted by:	
COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT	
By:	
Maurice Rudolph, Chair, Board of Supervisors	

EXHIBIT A

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS†

The purchase price for the Series 2025 Bonds shall be \$[PP] (representing the \$[Bond Amount].00 aggregate principal amount of the Series 2025 Bonds, [less/plus] [net] original issue [discount/premium] of \$[OID/OIP] and less an Underwriter's discount of \$[UD]).

Maturity Date	Principal Amount	Interest Rate	Yield	Price	\mathbf{CUSIP}^{\dagger}
*					
*					
*					

^{*} Represents maturity for which 10% test has been met as of sale date.

Redemption Provisions

<u>Optional Redemption</u>. The Series 2025 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[__], at the Redemption Price of the principal amount of the Series 2025 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

<u>Mandatory Sinking Fund Redemption</u>. The Series 2025 Bond maturing on May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

May 1	Amortization	May 1	Amortization
of the Year	Installment	of the Year	Installment

The Series 2025 Bond maturing on May 1, 20[_], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

[†] The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

^{*} Final maturity

May 1	Amortization	May 1	Amortization
of the Year	Installment	of the Year	Installment

The Series 2025 Bond maturing on May 1, 20[_], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

May 1	Amortization	May 1	Amortization
of the Year	Installment	of the Year	Installment

The above Amortization Installments are subject to recalculation, as provided in the Master Indenture, as the result of the redemption of Series 2025 Bonds other than in accordance with scheduled Amortization Installments so as to re-amortize the remaining Outstanding principal of Series 2025 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term thereof.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2025 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, 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 as follows, if and to the extent that any one or more of the following have occurred:

- (a) on or after the Date of Completion of the Master CIP, pursuant to Section 4.01(a) of the Supplemental Indenture by application of moneys transferred from the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund established under the Indenture to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account in accordance with the terms of the Indenture; or
- (b) from amounts required by the Indenture to be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account including, but not

^{*} Final maturity

^{*} Final maturity

limited to, Series 2025 Prepayment Principal and any excess amounts in the Series 2025 Debt Service Reserve Account as a result of the deposit of such Series 2025 Prepayment Principal and any excess amount on deposit in the Series 2025 Debt Service Reserve Account resulting from a reduction in the Series 2025 Debt Service Reserve Requirement; or

(c) on the date on which the amount on deposit in the Series 2025 Debt Service Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2025 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2025 Bonds shall be called for redemption, the particular Series 2025 Bonds or portions of Series 2025 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

EXHIBIT B

\$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025

DISCLOSURE STATEMENT

[BPA Date]

Coastal Ridge Community Development District
Jacksonville, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2025 Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Series 2025 Bonds pursuant to a Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), between the Underwriter and Coastal Ridge Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2025 Bonds:

- (a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$[_____] (approximately [__]%).

 (b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2025 Bonds is \$[_____]. An itemization of these expenses is attached hereto as Schedule I.

 (c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2025 Bonds.

 (d) The components of the Underwriter's discount are as follows:

 Per \$1,000

 Management Fee Takedown
 Expenses
- (e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2025 Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC 152 Lincoln Avenue Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes.

Very truly yours,

MRS	CAD	TTAT	MAT	RKETS	ΤT	\boldsymbol{C}
MDO	UAP	IIAL	WLAT	INLIS	·LL	ı

By:_		
	Brett Sealy, Managing Partner	

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
Total	

EXHIBIT C

FORM OF CERTIFICATE OF DISTRICT

The undersigned, as Chair and Secretary, respectively, of the Board of Supervisors (the "Board") of Coastal Ridge Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(4) of the Bond Purchase Agreement, dated [BPA Date], between the District and the Underwriter (the "Purchase Agreement") in connection with the issuance by the District of its \$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement):

- 1. Maurice Rudolph is the duly appointed and acting Chair of, and James Oliver is the duly appointed and acting Secretary to, the Board, authorized by resolution of the Board pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.
- 2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board:

Name	Term Expires November
Maurice Rudolph*	20[]
David Ray*	20[]
Chris Price*	20[]
Greg Barbour*	20[]
John Hewins*	20[]

^{*}Affiliate or employee of EVRDEV, LLC and/or TPG Land Partners, LLC

3. The following named persons are the only designated, elected or appointed, qualified and acting officers of the Board, holding the office of appointment set forth opposite their names, respectively:

Name	Title
Maurice Rudolph	Chair
David Ray	Vice Chair
Chris Price	Assistant Secretary
Greg Barbour	Assistant Secretary
John Hewins	Assistant Secretary
James Oliver	Secretary/Treasurer
Marilee Giles	Assistant Secretary/Assistant Treasurer
Daniel Laughlin	Assistant Secretary/Assistant Treasurer
Darrin Mossing	Assistant Secretary/Assistant Treasurer
Matt Biagetti	Assistant Secretary/Assistant Treasurer

Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

- 4. The seal, an impression of which appears below, is the only proper and official seal of the District.
- 5. At duly called and held meetings of the Board on March 3, 2025 and May [6], 2025, the Board duly adopted Resolution Nos. 2025-25 and 2025-29, respectively (collectively, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.
- 6. At duly called and held meetings of the Board on April 1, 2025, May [6], 2025 and June [3], 2025, the Board duly adopted Resolution Nos. 2025-26, 2025-27, 2025-28 and 2025-__ (collectively, the "Assessment Resolution"), which Assessment Resolution remains in full force and effect on the date hereof.
- 7. The above referenced meetings of the Board at which the Bond Resolution and Assessment Resolution were adopted were duly called in accordance with applicable law and at said meetings a quorum was present and acted throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolution, the Assessment Resolution, the Indenture, the Series 2025 Bonds or any documents related to the issuance of the Series 2025 Bonds have been open to the public and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, and all laws amendatory thereof and supplementary thereto.
- 8. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes, related to the imposition, levy, collection and enforcement of the Series 2025 Special Assessments.
- 9. Upon authentication and delivery of the Series 2025 Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolution or the Indenture.
- 10. Each of the representations and warranties made by the District in the Purchase Agreement is true and accurate on and as of this date.
- 11. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2025 Bonds pursuant to the Purchase Agreement, the Bond Resolution, the Assessment Resolution and the Indenture.
- 12. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material or adverse change has occurred in the business, properties, other assets or financial position of the District or results of operations of the District, and to the best of our knowledge, the District has not, since the date of the Limited Offering

Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

- To the best of our knowledge, the statements appearing in the Limited 13. Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system, or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2025 BONDS – Book-Entry Only System," "THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER," "THE DEVELOPMENT," "TAX MATTERS," "LITIGATION – Master Developer," "LITIGATION – Development Manager," "CONTINUING DISCLOSURE - Master Developer Continuing Compliance," and "UNDERWRITING." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.
- Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2025 Bonds or the imposition, levy and collection of the Series 2025 Special Assessments or the pledge thereof to the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds, (b) questioning or affecting the validity of any provision of the Series 2025 Bonds, the Bond Resolution, the Assessment Resolution, the Financing Documents or the Series 2025 Special Assessments, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2025 Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State, (e) contesting or affecting the Series 2025 Special Assessments or the Master CIP, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Series 2025 Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Series 2025 Bonds and the interest thereon under State law or the legality for investment therein.
- 15. To the best of our knowledge, the interest rates on the Series 2025 Bonds are in compliance with the requirements of Section 215.84(3), Florida Statutes.

[Remainder of Page Intentionally Left Blank]

C-3

IN WITNESS WHEREOF , we have executed this certificate and affixed the official seal of the District as of the [_] day of June, 2025.
(SEAL)
By:
Maurice Rudolph, Chair
Board of Supervisors
Coastal Ridge
Community Development District
By:
James Oliver, Secretary
Coastal Ridge
Community Development District

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

[Closing Date]

Coastal Ridge Community Development District Jacksonville, Florida

MBS Capital Markets, LLC Winter Park, Florida

The Bank of New York Mellon Company, N.A., as Trustee Jacksonville, Florida (solely for reliance upon Sections C.1., C.2. and C.3.)

Re: \$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025

Ladies and Gentlemen:

We serve as counsel to the Coastal Ridge 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 \$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 ("Bonds"). This letter is delivered to you pursuant to Section 207 of the Master Indenture (defined below), Section 2.09 of the Supplemental Trust Indenture (defined below), and Section 8(c)(7) of the Bond Purchase Agreement (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given 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. Ordinance 2025-23-E, adopted by the City Council of the City of Jacksonville, Florida effective February 28, 2025 ("Establishment Ordinance");
- 2. the *Master Trust Indenture* dated as of June 1, 2025 ("**Master Indenture**"), as supplemented by the *First Supplemental Trust Indenture* dated as of June 1, 2025 ("**Supplemental Trust Indenture**," and together with the Master Indenture, "**Indenture**"), each by and between the District and The Bank of New York Mellon Company, N.A., as trustee ("**Trustee**");
- 3. Resolutions Nos. 2025-25 and 2025-29, adopted by the District on March 3, 2025 and May [6], 2025, respectively (collectively, "**Bond Resolution**");
- 4. the Improvement Plan for the Coastal Ridge Community Development District dated February 21, 2025 (the "Engineer's Report"), which describes among other things, the "Project;"

- 5. the Master Special Assessment Methodology Report dated March 3, 2025, and the [Supplemental Special Assessment Methodology Report] dated [BPA Date] (collectively, "Assessment Methodology");
- 6. Resolution Nos. 2025-26, 2025-27, 2025-28, and 2025-__ (collectively, "Assessment Resolution"), establishing the debt service special assessments ("Debt Assessments") securing the Bonds;
- 7. the *Final Judgment* issued on April 17, 2025, by the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida in Case No. 16-2025-CA-0001268-AXXX-MA, and Certificate of No Appeal issued on May [__], 2025;
- 8. the Preliminary Limited Offering Memorandum dated [PLOM Date] ("PLOM") and Limited Offering Memorandum dated [BPA Date] ("LOM");
- 9. certain certifications by MBS Capital Markets, LLC ("**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 Bryant Miller Olive P.A. ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
- 14. an opinion of in house counsel to the Trustee ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
- 15. an opinion of Gunster, Yoakley & Stewart, P.A. ("Master Developer's and Development Manager's Counsel"), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
- 16. the following agreements (collectively, "**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated [Closing Date], by and among the District, EVRDEV, LLC ("Master Developer") and Governmental Management Services, LLC, as dissemination agent;
 - (b) the Bond Purchase Agreement between Underwriter and the District dated [BPA Date] ("BPA");
 - (c) the [Acquisition Agreement] between the District and the Master Developer dated [Closing Date];
 - (d) the [Completion Agreement] between the District and the Development Manager dated [Closing Date];
 - (e) the [True-Up Agreement] between the District and the Master Developer dated [Closing Date];
 - (f) the [Collateral Assignment and Assumption of Development Rights] among the District, the Master Developer and TPG Land Partners, LLC (the "Development Manager") dated [Closing Date]; and
- 17. a [Declaration of Consent to Jurisdiction] executed by the Master Developer dated [Closing Date] ("**Declaration of Consent**"); and
- 18. 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 Master Developer, the Development Manager, Master Developer's and Development Manager's Counsel, and others relative to the LOM and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; provided however that 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. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. 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 ("Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.
- 2. **Assessments** The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to authorize and execute the Assessment Resolution and 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) Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) (d) listed herein by any parties thereto other than the District) 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 Duval County, Florida, of which no timely appeal was filed.
- 5. **Governmental Approvals** As of the date hereof, 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 with respect to the PLOM, the date of the BPA, and with respect to the LOM, 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 SERIES 2025 BONDS - Collateral Assignment," "- Completion Agreement," and "- True Up Agreement," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND ALLOCATION ASSESSMENTS," "VALIDATION," "LITIGATION District," "CONTINUING DISCLOSURE" (as it relates to the District only), "LEGALITY FOR INVESTMENT," and "AGREEMENT BY THE STATE," 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 Based on our serving as 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, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the 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 of Florida, or 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 Project** The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the 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. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

- 1. The opinions or statements expressed above are based solely on the laws of Florida in effect 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 (including but not limited to the Internal Revenue Code or any proposed changes thereto), 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, 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 Internal Revenue Code.
- 5. We express no opinion and make no representations with regard to financial, project, statistical or other similar information or 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 the Master Developer's and/or any other landowner's ownership interests in any property within the District, and whether the Master Developer and/or any other landowner owns any of the real property subject to the recordable Bond Agreements and/or Declaration of Consent.
- 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 the District.
- 8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KUTAK ROCK LLP

EXHIBIT E

FORM OF CERTIFICATE OF ASSESSMENT CONSULTANT

[Closing Date]

Coastal Ridge Community Development District Jacksonville, Florida

MBS Capital Markets, LLC Winter Park, Florida

- I, James Perry, Managing Director of Governmental Management Services, LLC ("GMS"), do hereby certify to Coastal Ridge Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds") as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum") of the District relating to the Series 2025 Bonds):
- 1. GMS has been retained by the District to prepare the Master Special Assessment Methodology Report, dated March 3, 2025, and the [Supplemental Special Assessment Methodology Report], dated [BPA Date], comprising a part of the assessment proceedings of the District (collectively, the "Report");
- 2. the Series 2025 Special Assessments when, as and if finally determined in accordance with the methodology set forth in such Report will be sufficient to meet the debt service requirements on the Series 2025 Bonds;
- 3. the Master CIP provides a special benefit to the properties assessed and the Series 2025 Special Assessments are fairly and reasonably allocated to the properties assessed;
- 4. GMS consents to the use of the Report included as Appendix B to the Limited Offering Memorandum;
- 5. GMS consents to the references to the firm in the Limited Offering Memorandum;
- 6. the Report was prepared in accordance with all applicable provisions of State law;
- 7. except as disclosed in the Limited Offering Memorandum, GMS knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable; and
- 8. the information contained in the Report and in the Limited Offering Memorandum under the caption "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" is true and correct in all material respects and such information did

not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.

GOVERNMENTAL MANAGEMENT
SERVICES, LLC

By:	
	James Perry, Managing Director

EXHIBIT F

FORM OF CERTIFICATE OF CONSULTING ENGINEER

[Closing Date]

Coastal Ridge Community Development District Jacksonville, Florida

MBS Capital Markets, LLC Winter Park, Florida

> Re: Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Coastal Ridge Community Development District (the "District"). This Certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Agreement, dated [BPA Date], between the District and MBS Capital Markets, LLC (the "Purchase Agreement") relating to the sale of the Series 2025 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in said Purchase Agreement or in the Limited Offering Memorandum, dated [BPA Date], relating to the Series 2025 Bonds (the "Limited Offering Memorandum").

- 1. England, Thims & Miller, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Improvement Plan for the Coastal Ridge Community Development District, dated February 21, 2025 (the "Report"), included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.
- 2. The Report was prepared in accordance with generally accepted engineering practices. The cost estimates in the Report are fair, reasonable, and consistent with current market conditions, and do not exceed the lesser of the actual costs of completing the Master CIP or fair market value thereof.
- 3. In connection with the preparation of the Report personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Master CIP. The Master CIP consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Report was, as of its date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.
- 4. The information contained in the Limited Offering Memorandum under the heading "THE CAPITAL IMPROVEMENT PROGRAM" and in Appendix "A" to the Limited

Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Master CIP as described in the Limited Offering Memorandum required to be obtained or made have been obtained or made or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Master CIP as described in the Limited Offering Memorandum will not be obtained as required, and there is no reason to believe it is not feasible to complete the Master CIP as planned. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

ENGLAND, THIMS & MILLER, INC.

By:					
Name:					
Title:					
	•	· · · · · · · · · · · · · · · · · · ·	•	•	

EXHIBIT G

FORM OF CERTIFICATE OF DISTRICT MANAGER AND DISSEMINATION AGENT

[Closing Date]

Coastal Ridge Community Development District Jacksonville, Florida

MBS Capital Markets, LLC Winter Park, Florida

- I, James Perry, Managing Director of Governmental Management Services, LLC ("GMS"), do hereby certify to Coastal Ridge Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum"), of the District relating to the Series 2025 Bonds):
- 1. GMS has acted as District Manager to the District in connection with the issuance of the Series 2025 Bonds;
- 2. GMS consents to the references to the firm in the Limited Offering Memorandum;
- 3. as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, or any information provided by us, as of its date 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;
- 4. as District Manager, 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 Series 2025 Bonds, or in any way contesting or affecting the validity of the Series 2025 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 Series 2025 Bonds, or the existence or powers of the District; and
- 5. GMS has agreed to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreement. In its capacity as Dissemination Agent, GMS is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 and GMS has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement.

IN WITNESS	WHEREOF,	the	undersigned	has	executed	this	certificate	as	of	the
date set forth above.										

GOVERNMENTAL MANAGEMENT
SERVICES, LLC

By:	
·	James Perry, Managing Director

EXHIBIT H

FORM OF CERTIFICATE OF MASTER DEVELOPER AND DEVELOPMENT MANAGER

[Closing Date]

Coastal Ridge Community Development District Jacksonville, Florida

MBS Capital Markets, LLC Winter Park, Florida

The undersigned, the duly authorized representatives of **EVRDEV**, **LLC**, a Florida limited liability company (the "Master Developer"), and **TPG LAND PARTNERS**, **LLC**, a Florida limited liability company (the "Development Manager"), the developer and development manager, respectively, of EverRange (the "Development"), does hereby certify to the **COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **MBS CAPITAL MARKETS**, **LLC** (the "Underwriter"), that:

- 1. This Certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Agreement, dated [BPA Date], between the District and the Underwriter (the "Purchase Agreement") relating to the sale by the District of its \$[Bond Amount] Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Purchase Agreement.
- 2. Each of the Master Developer and Development Manager is a limited liability company organized and existing under the laws of the State of Florida.
- 3. Representatives of the Master Developer and Development Manager have provided information to the District and the Underwriter to be used in connection with the offering by the District of the Series 2025 Bonds, pursuant to a Preliminary Limited Offering Memorandum, dated [PLOM Date] (the "Preliminary Limited Offering Memorandum"), and a Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda").
- 4. The Financing Documents to which the Master Developer and/or Development Manager is a party constitute valid and binding obligations of the Master Developer and/or Development Manager enforceable against the Master Developer and/or Development Manager in accordance with their respective terms.
- 5. The Master Developer and Development Manager have reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PROGRAM," "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," "THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER," "THE DEVELOPMENT," "LITIGATION Master Developer," "LITIGATION Development Manager," and "CONTINUING DISCLOSURE,"

and with respect to the Master Developer, the Development Manager and the Development under the captions "INTRODUCTION" and "BONDOWNERS' RISKS," and warrant and represent that such information did not as of its 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 light of the circumstances under which they were made, not misleading. In addition, the Master Developer and Development Manager are 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 Master Developer represents and warrants that it has complied with and will continue to comply with Sections 190.009 and 190.048, Florida Statutes.
- 7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Master Developer or Development Manager which has not been disclosed in the Limited Offering Memoranda and/or in all other information provided by the Master Developer and Development Manager to the Underwriter or the District.
- 8. The Master Developer hereby consents to the levy of the Series 2025 Special Assessments on the lands in the District owned by the Master Developer. The levy of the Series 2025 Special Assessments on the lands in the District owned by the Master Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Master Developer is a party or to which its property or assets are subject. The Master Developer agrees and acknowledges that the Series 2025 Special Assessments are valid and binding first liens on the real property on which they have been levied which is owned by the Master Developer.
- 9. Neither the Master Developer nor the Development Manager has 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. Neither the Master Developer nor the Development Manager has 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 Master Developer acknowledges that the Series 2025 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2025 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2025 Bonds when due.
- 11. To the best of our knowledge, neither the Master Developer nor the Development Manager is in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Master Developer or Development Manager is subject or by which the Master Developer or Development Manager or its respective properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the

Financing Documents or on the Development, and further, the Master Developer is current in the payment of all ad valorem, federal and state taxes associated with the Development.

- 12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Master Developer or Development Manager (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of the Financing Documents to which the Master Developer and/or Development Manager is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence of the Master Developer or Development Manager, or of the Master Developer's or Development Manager's respective business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Master Developer or Development Manager.
- Development Manager are in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use, (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received, (c) neither the Master Developer nor the Development Manager is aware of any default of any zoning condition, permit or development agreement which would adversely affect the Master Developer's and/or Development Manager's ability to complete or cause the completion of development of the Development 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 as described in the Limited Offering Memoranda will not be obtained as required.
- 14. The Master Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, to prepay, without interest, the Series 2025 Special Assessments imposed on lands in the District owned by the Master Developer within thirty (30) days following completion of the Master CIP and acceptance thereof by the District.
- 15. The Master Developer has never failed to timely comply with disclosure obligations pursuant to SEC Rule 15c2-12, other than as noted in the Limited Offering Memorandum under the heading "CONTINUING DISCLOSURE" and neither the Master Developer nor the Development Manager is insolvent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this certificate for and on behalf of the Master Developer and Development Manager as of the date set forth above.

EVRDEV, LLC,	
a Florida limited liability company	
By:	
Name:	
Title:	
TPG LAND PARTNERS, LLC,	
a Florida limited liability company	
By:	
Name:	
Title:	

EXHIBIT I

FORM OF OPINION OF COUNSEL TO MASTER DEVELOPER AND DEVELOPMENT MANAGER

[Closing Date]

Coastal Ridge Community Development District Located in Jacksonville, Florida

MBS Capital Markets, LLC Located in Winter Park, Florida

Re: Coastal Ridge Community Development District (the "<u>District</u>") Special Assessment Revenue Bonds, Series 2025 ("<u>Bonds</u>")

Ladies & Gentlemen:

We have acted as special counsel to EVRDEV, LLC, a Florida limited liability company (the "Master Developer"), and TPG Land Partners, LLC, a Florida limited liability company (the "Development Manager"), in connection with the bond offering transaction (the "Transaction") as described in the District's Limited Offering Memorandum dated [BPA Date] (the "Limited Offering Memorandum").

In our capacity as special counsel to Master Developer and Development Manager, we have reviewed the following: (i) those certain documents which are more particularly described on **Exhibit "A"** attached hereto (the "Bond Documents"); and (ii) those certain authority documents which are more particularly described on **Exhibit "B"** attached hereto (the "Authority Documents"). All capitalized terms used but not defined herein shall have the meanings assigned to the same on **Exhibit "A"** or in the Limited Offering Memorandum.

This opinion letter is furnished to you at the request and with the consent of Master Developer and Development Manager.

Members of our firm involved in the preparation of this letter are licensed to practice law in the State of Florida. We do not express any opinion concerning any law other than the laws of the State of Florida and the federal laws of the United States. As special counsel for Master Developer and Development Manager, we have represented Master Developer and Development Manager for the purposes of rendering this opinion letter and are not familiar with all of Master Developer's and/or Development Manager's business or their day-to-day operations.

In rendering the opinions set forth below, we have assumed the genuineness of all facsimile and electronically delivered signatures, the authenticity of all documents provided to us as originals and the conformity to authentic, original documents of all documents provided to us as drafts, facsimiles, electronic or photostatic copies. As to any questions of

fact material to this opinion letter, we have relied with your approval solely upon our examination of the Bond Documents and Authority Documents and a certificate of Master Developer and Development Manager attached hereto as Exhibit "C" and have made no independent verification or inquiry of Master Developer or Development Manager as to the facts asserted to be true and correct in these documents, and have considered such questions of law as we have deemed relevant and necessary for the purpose of rendering the opinions set forth herein. Without limiting the foregoing, with your approval: (i) we have made no examination or investigation to verify the accuracy or completeness of and offer no opinion, comment, belief or confirmation as to any financial, accounting, statistical or other similar information set forth in the Bond Documents or the Limited Offering Memorandum or any related notes, exhibits, attachments or schedules, or any other financial, numerical or accounting information that is derived therefrom, or with respect to any other accounting or financial matter, information and accounts or acreages; (ii) except for the Authority Documents, we have not reviewed the minute books, minutes, resolutions, member agreements, voting trusts or other similar agreements, or other limited liability company documents or agreements of Master Developer or Development Manager; and (iii) we have not conducted a search or investigation of the records, files or indices of any court or governmental authority for action, litigation, suits, proceedings, orders, judgments, decrees, filings, arbitrations or otherwise.

For purposes of this opinion letter, the term "opinion" includes our confirmation set forth in Section 3, below.

In rendering this opinion letter, we have also assumed, with your permission and without investigation or verification, the following:

- (i) that each party that was, is or will be a party to any of the Bond Documents and any and all other documents related thereto, referred to therein, delivered in connection therewith or otherwise executed in connection with the Transaction (all such other documents executed in connection with the Transaction are herein referred to as the "Other Bond Documents"), other than Master Developer and Development Manager, is (or was at the time such party entered into the same) duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, with full power, authority and legal right to own and operate its property, carry on its business, and execute, deliver and perform each such Bond Document and Other Bond Document;
- (ii) that the execution, delivery and performance of each of the Bond Documents and Other Bond Documents by each party, that was, is or will be a party thereto, other than Master Developer and Development Manager (A) has been duly authorized by all necessary partnership, corporate or other organizational action, as appropriate, and (B) does not and will not violate any provision of any judgment, decree or order of any governmental authority or result in the breach of or constitute a default under any indenture or other agreement or instrument to which such party may be bound;
- (iii) that all of the applicable steps of organization, election of managers, officers or directors, issuances and transfers of limited liability company interests or certificates, and/or adoption of and/or amendments to any of the organizational documents, or

comparable matters applicable at the time of and since Master Developer's and Development Manager's and its respective member's formation were performed in accordance with the applicable limited liability company law in effect when the actions were taken, in a regular and continuous manner;

(iv) Intentionally Deleted;

- (v) that, with respect to the Bond Documents, the Other Bond Documents or the Transaction generally, there has been no misrepresentations, material omissions of material fact or deceit by any party executing any of the Bond Documents or Other Bond Documents and adequate consideration has been given/paid;
- (vi) that each Bond Document and Other Bond Document has been duly and validly authorized, executed and delivered by persons legally competent to do so who did not violate any fiduciary or other duties owed by them;
- (vii) that all of the underlying agreements, contracts, leases and other instruments assigned by Master Developer or Development Manager as security under any Bond Documents or Other Bond Documents permit such an assignment, or such assignment has been expressly consented to by all parties (other than Master Developer or Development Manager) to such agreements, contracts or other instruments or otherwise having approval rights;
- (viii) that all applicable Bond Documents and Other Bond Documents have been or will be recorded in the public records of Duval County, Florida or in the other appropriate jurisdictions, registries and/or offices, as applicable, contemporaneously with the closing of the Transaction contemplated by the Bond Documents;
- (ix) any lien on the personal property described in the Collateral Assignment, any UCC-1 financing statements and/or any security agreements given in connection with the Transaction is properly perfected;
- (x) that all required documentary stamp taxes, intangible taxes and other taxes, charges or fees imposed upon the execution, filing or recording of the Bond Documents and Other Bond Documents have been or will be paid; and
- (xi) for purposes of this opinion letter, the Bond Documents are governed by Florida law (despite any provisions in the Bond Documents to the contrary).

Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge (actual or otherwise) or awareness, we have made no inquiries with respect to such matters other than what is set forth in the Bond Documents. We have not undertaken any other investigation to determine the existence or absence of such facts and no inference as to our knowledge concerning such facts should be drawn from the fact that representation of the client has been undertaken by us. Where any opinion or confirmation contained herein is qualified by the phrase "to our knowledge," "known to us," "known by us," "of which we are aware" or the like, it means that the lawyers in the

"primary lawyer group" are without any actual knowledge or conscious awareness, at the time this opinion letter is delivered by us on the date hereof, that the opinion or confirmation is untrue in any respect material to the opinion or confirmation. For purposes of this letter, "primary lawyer group" means: (i) the lawyer who signs his or her name or the name of the firm to the opinion letter; (ii) the lawyers currently in the firm who are actively involved in preparing or negotiating the opinion letter; and (iii) the lawyers currently in the firm who are actively involved in negotiating or documenting the Transaction or the Bond Documents. Our knowledge of Master Developer's and Development Manager's businesses, records, transactions and activities is limited to those matters which have been brought to our attention by Master Developer and Development Manager, respectively. Our opinion is limited to the matters expressly stated herein. No opinions are to be inferred or implied beyond the opinions expressly so stated.

Without limiting the generality of the foregoing, except as specifically set forth in this opinion letter, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature.

Please note that our opinion herein regarding the execution and delivery of the Bond Documents is based, in part, on our review and accuracy of the attached Certificate of Master Developer and Development Manager which confirms certain facts to us with respect to the execution and delivery of the Bond Documents.

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

- 1. Based solely upon our review of the Authority Documents, Master Developer and Development Manager:
- (a) are each a limited liability company validly existing and in good standing under the laws of the State of Florida;
- (b) each have the limited liability company power to execute and deliver the applicable Bond Documents to which it is a party; and
- (c) each have authorized the execution and delivery of the applicable Bond Documents to which it is a party.
- 2. The Bond Documents to which Master Developer and/or Development Manager is a party have been duly executed and delivered by Master Developer and/or Development Manager.
- 3. Subject to the qualifications and conditions set forth in this letter, and on the basis of the information we gained in the course of performing the services referred to in this letter (relying as to factual matters upon the statements set forth in the Limited Offering Memorandum and upon statements of officers and other representatives of Master

Developer and Development Manager), we confirm to you that, to our knowledge, no facts have come to our attention that have caused us to believe that the information contained under the captions "THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER" and "THE DEVELOPMENT" in the Limited Offering Memorandum, as of the date and time the Limited Offering Memorandum was issued and as of the date hereof, and insofar as such information relates to the Transaction, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, we offer no opinion, comment, belief or confirmation as to: (i) the future plans of the District, Master Developer or Development Manager; or (ii) except as specifically set forth in Section 2 above, the documents attached as exhibits or incorporated by reference in the Limited Offering Memorandum.

- 4. To our knowledge, neither the execution and delivery of the Bond Documents by Master Developer and/or Development Manager nor performance thereunder by Master Developer and/or Development Manager will materially conflict with or result in a material breach by Master Developer and/or Development Manager of, or constitute a material default or material event of default under, any contract, undertaking, mortgage, franchise, or other agreement to which Master Developer and/or Development Manager is a party and which are known to us and are governed by Florida law.
- The Bond Documents are generally enforceable against Master Developer and/or Development Manager, except as the enforceability thereof may be limited or otherwise affected by (i) applicable bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights generally, (ii) the availability of any discretionary equitable remedies, specific performance and injunctive relief, (iii) standards of good faith, fair dealing and reasonableness which may be applied by a court to the exercise of certain rights and remedies, and (iv) actions by persons or entities (whether private parties or governmental authorities) not parties to the Bond Documents which may affect the development rights, permits, approvals and other entitlements and rights described in the Bond Documents. This opinion does not mean that (a) any particular remedy is available upon a material default under the Bond Documents, or (b) every provision of the Bond Documents will be upheld or enforced in any or each circumstance by a court; nevertheless, subject to the other terms and provisions of this opinion letter, the unenforceability of any particular remedy or provision will not render the Bond Documents invalid as a whole. Notwithstanding the foregoing, we render no opinion on whether the allocations set forth in the Collateral Assignment will be recognized by the applicable governmental authorities having jurisdiction over the land described in the Collateral Assignment.
- 6. Except as may be disclosed in the Limited Offering Memorandum, to our knowledge, there are no material legal or administrative proceedings pending or overtly threatened in writing against Master Developer and/or Development Manager with respect to land within the District.

Nothing contained in this letter shall be deemed to be an opinion other than those set forth in numbered Sections 1 through 6 which immediately precede this paragraph.

Each of our opinions as herein expressed are subject to the following qualifications and exclusions:

- (a) we express no opinion as to any securities, employment, environmental, land use (except as specifically set forth in Sections 3 and 5 above), banking, antitrust or tax laws, regulations or judicial or administrative decisions;
- (b) with respect to any opinion concerning land use and zoning (including, without limitation, Sections 3 and 5 above), we point out that in many cases the enforcement of Chapter 163 and Chapter 380.06, Florida Statutes, and the Duval County Zoning Code are subject to varying interpretations and internal policies of the responsible agency or governing Board and it is not possible for us to render opinions as a matter of law regarding the manner in which certain requirements of the comprehensive plan land use statutes under Chapter 163, Florida Statutes, the Development of Regional Impact Orders under Chapter 380.06, Florida Statutes, or the Duval County Zoning Code may be applied or enforced in any particular instance;
- (c) we express no opinion as to Chapter 190, Florida Statutes, or relevant case law thereunder, or, except as specifically set forth in Section 5 above regarding the Bond Documents, the validity, binding effect or enforceability of the Transaction, any indentures related thereto, the Bond Documents, or the Other Bond Documents;
- (d) we express no opinion as to the title to or adequacy of the description of the real or personal property described in the Bond Documents or the Other Bond Documents (and we have expressly assumed ownership of the property pledged and encumbered by Master Developer under the Bond Documents and Other Bond Documents);
- (e) we express no opinion with respect to the creation, attachment, perfection, or relative priority of any liens, assignments or security interests purported to be created under any of the Bond Documents or Other Bond Documents or under the Florida or any other applicable Uniform Commercial Code;
- (f) we express no opinion (i) that a course of dealing by Master Developer, Development Manager, the District, or The Bank of New York Mellon Company, N.A., as trustee for the registered holders of the Bonds ("Trustee"), or a failure by such parties to exercise, in whole or in part, a right or remedy in the Bond Documents, shall not constitute a waiver of any rights or remedies under the Bond Documents, (ii) as to provisions which purport to establish evidentiary standards, and (iii) as to provisions relating to venue, jurisdiction, governing law, waiver of remedies (or the delay or omission of enforcement thereof), disclaimers, liability limitations with respect to third parties or waiver of defenses;
- (g) we express no opinion as to the enforceability of cumulative remedies to the extent such cumulative remedies purport to or would have the effect of (i) compensating the party entitled to the benefits thereof in amounts in excess of the actual loss suffered by such party, or (ii) violating applicable laws;

- (h) we express no opinion as to the enforceability of provisions in the Bond Documents specifying that the provisions thereof may only be waived in writing or such provisions may not be valid, binding or enforceable to the extent that an oral agreement or an implied agreement by trade practice or course of conduct has been created modifying any provision of such documents;
- (i) we express no opinion on the enforceability of provisions in the Bond Documents purportedly authorizing a party to recover all fees and expenses from another party;
- (j) we express no opinion as to the enforceability of provisions in the Bond Documents that purport to enable the Trustee or District to use any self-help remedies to repossess or take control of or sell any property described in the Bond Documents, to disregard the doctrine of marshaling of assets, to act as attorney-in-fact for Master Developer and/or Development Manager, or to exercise a power of sale or other remedy or recourse other than through the judicial process;
- (k) we express no opinion on the effect of Florida law of election of remedies on the enforceability of each and every remedy in the Bond Documents or the availability of each and every remedy provided in the Bond Documents;
- (l) we express no opinion on the enforceability of any remedy or liquidated damage provision which provides for an unreasonable remedy or constitutes a penalty clause, rather than a valid and reasonable remedy provision in light of any and each circumstance in which the provision is sought to be applied;
- (m) we express no opinion as to the effect of any theory of "lender liability" or the existence of a partnership or joint venture relationship between Master Developer and/or Development Manager and the District and/or Trustee;
- (n) we express no opinion concerning the possible unenforceability of those provisions in the Bond Documents, if any, which purport to release, exculpate or exempt the District or Trustee from, or require indemnification of the District or Trustee for, liability for its own action or inaction, to the extent such action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; and
- (o) we express no opinion with respect to the validity or enforceability of those provisions of the Bond Documents, if any, which purport by their terms to relieve the District or Trustee from the responsibilities and liabilities under Florida law or obligate Master Developer and/or Development Manager to pay the District and/or Trustee attorneys' fees and expenses in litigation in situations where the District and/or Trustee prevails.

This opinion letter is solely (a) based upon existing facts and laws as of the date hereof and is not intended to be a guaranty of what determination will be made in each or any specific instance in which a court ruling is sought relative to the documents or matters referred to herein and we have no obligation to advise you with respect to matters hereafter

occurring,	and (b)	for y	our b	enefit i	n (connection	with	the	referenced	Transaction	and	may
not be reli	ied on by	any	other	person	wi	ithout our j	orior v	writ	ten consent	•		

Very truly yours,	
GUNSTER, YOAKLEY & STE	WART, P.A.

EXHIBIT "A"

BOND DOCUMENTS

- 1. [Declaration of Consent to Jurisdiction] executed by Master Developer dated [Closing Date].
- 2. Continuing Disclosure Agreement among Master Developer, the District and Governmental Management Services, LLC dated [Closing Date].
- 3. [Collateral Assignment and Assumption of Development Rights] among Master Developer, Development Manager and the District dated [Closing Date] ("the Collateral Assignment").
- 4. [Acquisition Agreement] between the District and Master Developer dated [Closing Date].
- 5. [Completion Agreement] between the District and Master Developer dated [Closing Date].
- 6. [True-Up Agreement] between the District and Master Developer dated [Closing Date].

EXHIBIT "B"

AUTHORITY DOCUMENTS

1.	the date hereof.]
2.	Certificate of Good Standing from the Florida Secretary of State for Master Developer dated as of, 2025.
3.	Certificate of Good Standing from the Florida Secretary of State for Development Manager dated as of, 2025.
4.	Certificate of Formation for Master Developer dated and filed with the Florida Secretary of State on
5.	Certificate of Formation for Development Manager dated and filed with the Florida Secretary of State on
6.	Operating Agreement for Master Developer dated as of
7	Operating Agreement for Development Manager dated as of

EXHIBIT "C"

CERTIFICATE

The undersigned hereby certifies t	that he is the of EVRDEV, LLC (the
" <u>Master Developer</u> ") and the	of TPG Land Partners, LLC (the " <u>Development</u>
Manager"), and that, as such, he is hereb	y authorized to deliver this Certificate on behalf of
the Master Developer and Development N	Manager, and further certifies as follows:

- (a) This Certificate is being delivered to, and may be relied upon by, **GUNSTER**, **YOAKLEY**, & **STEWART**, **P.A.** ("Gunster") in delivering its opinion of counsel of even date herewith ("Opinion of Counsel") to the District and MBS Capital Markets, LLC ("Underwriter"). The Master Developer and Development Manager hereby consent to and authorizes Gunster to deliver its Opinion of Counsel to the District and the Underwriter. Capitalized terms used herein which are not defined herein shall have the meanings assigned to such terms in the Opinion of Counsel, unless the context indicates otherwise.
- (b) To the knowledge of the undersigned, no consent or approval of any regulatory body to the execution, delivery and performance of the Bond Documents or the actions contemplated thereby is required by law, except for such permits and approvals as may be required in connection with the development and improvement of the property described therein.
- (c) Neither the execution and delivery of the Bond Documents by the Master Developer and/or Development Manager nor performance thereunder by the Master Developer and/or Development Manager will materially conflict with or result in a material breach by the Master Developer and/or Development Manager of, or constitute a material default or material event of default under, any contract, undertaking, mortgage, franchise, or other agreement to which the Master Developer and/or Development Manager is a party or by which the Master Developer and/or Development Manager is bound.
- (d) No steps leading to the dissolution of the Master Developer and/or Development Manager have been taken. Without limiting the generality of the foregoing, no action has been proposed or taken by any member of the Master Developer and/or Development Manager to dissolve such company and neither the Master Developer nor Development Manager has received notice from any Federal or state court, local governmental authority, creditor or other tribunal or agency, verbal or written, which advises or states that the Master Developer and/or Development Manager has been voluntarily or involuntarily dissolved or otherwise states that the Master Developer and/or Development Manager is no longer permitted to conduct its business as a limited liability company or would otherwise be unable to perform its obligations under the Bond Documents.
- (e) The Master Developer and/or Development Manager has duly executed the Bond Documents to which it is a party and has delivered them to the District or its counsel for delivery without reservation, escrow or condition and with the intent of creating binding agreements on the part of the Master Developer and/or

Development Manager. All schedules and exhibits to the Bond Documents were fully and accurately completed and attached thereto at the time of execution thereof.

- (f) The Master Developer and/or Development Manager: (i) has not failed to file any annual report or pay any annual reporting fee within the time period required by applicable Florida law; (ii) has not been without a registered agent or registered office in the State of Florida for thirty (30) days or more; (iii) has not failed to notify the Department of State of the State of Florida within thirty (30) days that its registered agent or registered office has been changed, that its registered agent has resigned or that its registered office has been discontinued; and (iv) has not failed to answer truthfully and fully, within the time period prescribed by applicable Florida law, any interrogatories propounded by the Department of State of the State of Florida. The period of duration stated in the Master Developer's and/or Development Manager's Certificate of Formation or Articles of Organization or Operating Agreement has not expired. No other reason or grounds exist for the administrative dissolution of the Master Developer and/or Development Manager and neither Master Developer nor Development Manager has received notice (oral or written) that the Department of State of the State of Florida is seeking to administratively dissolve the Master Developer and/or Development Manager.
- (g) The information contained under the heading "THE DEVELOPMENT" in the Limited Offering Memorandum, including all subheadings thereunder, is true and correct in all material respects.
- (h) Except as may be disclosed in the Limited Offering Memorandum, there are no material legal or administrative proceedings pending or overtly threatened in writing against the Master Developer and/or Development Manager with respect to land comprising the District.
- (i) In connection with the Opinion of Counsel, Gunster may also rely upon the representations and warranties made by the Master Developer and/or Development Manager in the Bond Documents.

SS the, 2025.	_	of the	e undersigned	as of	this	day	of
			EVRDEV, LLC, Florida limited	l liability	y company		
		N	By: Name: 'itle:				
			PG LAND PAR Florida limited				
		N	By: Vame: Vitle:				<u> </u>

EXHIBIT J

FORM OF ISSUE PRICE CERTIFICATE

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT \$[Bond Amount] Special Assessment Revenue Bonds, Series 2025

The undersigned, on behalf of **MBS CAPITAL MARKETS, LLC** ("MBS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2025 Bonds"). Capitalized terms shall have the meanings ascribed in Section 2 hereof.

MBS and the District entered into a Bond Purchase Agreement on the Sale Date in connection with the sale of the Series 2025 Bonds (the "Purchase Agreement"). Pursuant to the terms of the Purchase Agreement, MBS made a bona fide limited offering of the Series 2025 Bonds to a portion of the Public representing accredited investors as required by Florida law at the prices or yields for each such maturity as shown on the cover page of the Limited Offering Memorandum, dated [BPA Date], relating to the Series 2025 Bonds.

- 1. <u>Sale of the Series 2025 Bonds</u>. As of the date of this certificate, for each Maturity of the Series 2025 Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in <u>Schedule A</u>.
 - 2. Defined Terms.
 - (a) District means Coastal Ridge Community Development District.
- (b) *Maturity* means Series 2025 Bonds with the same credit and payment terms. Series 2025 Bonds with different maturity dates, or Series 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.
- (c) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.
- (d) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2025 Bonds. The Sale Date of the Series 2025 Bonds is [BPA Date].
- (e) Underwriter means (i) any person that agrees pursuant to a written contract with the District to participate in the initial sale of the Series 2025 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the Public).

3. Reserve Account. A reserve account in an amount equal to the Series 2025 Debt Service Reserve Requirement was necessary in order to market and sell the Series 2025 Bonds given the nature of the Series 2025 Bonds which are secured by special assessments and the delinquent assessment collection procedures related thereto.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Arbitrage Certificate executed by the District in connection with the issuance, sale and delivery of the Series 2025 Bonds and with respect to compliance with the federal income tax rules affecting the Series 2025 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Series 2025 Bonds.

MBS CAPITAL MARKETS, LLC

By:	
·	Brett Sealy, Managing Partner

Dated: [Closing Date]

SCHEDULE A SALE PRICES OF THE SERIES 2025 BONDS

(Attached)

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MAY [_], 2025

NEW ISSUE – BOOK-ENTRY ONLY LIMITED OFFERING

NOT RATED

Due: May 1, as shown below

In the opinion of Bond Counsel, assuming compliance by the District with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2025 Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2025 Bonds.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

(City of Jacksonville, Florida)

\$29,350,000* Special Assessment Revenue Bonds, Series 2025

Dated: Date of original issuance

The \$29,350,000* Coastal Ridge Community Development District Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), are being issued by the Coastal Ridge Community Development District (the "District") pursuant to a Master Trust Indenture dated as of June 1, 2025 (the "Master Indenture"), between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of June 1, 2025, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance 2025-23-E adopted by the City Council of the City of Jacksonville, Florida (the "City") on February 25, 2025, effective February 28, 2025 (the "Ordinance"). See "THE DISTRICT" herein.

The Series 2025 Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2025 Bonds shall be delivered to the initial purchasers thereof in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. The Series 2025 Bonds are payable from and secured by the Pledged Revenues (as defined herein), which consist primarily of the revenues received by the District from non-ad valorem special assessments levied against certain lands within the District. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS" herein.

The Series 2025 Bonds, when issued, will be registered in the name of Cede & Co., as the Owner and nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2025 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2025 Bonds will be paid from the sources provided herein by the Trustee directly to Cede & Co. as the nominee of DTC and the registered Owner

thereof. Disbursements of such payments to the Direct Participants (as defined herein) is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of the Direct Participants and Indirect Participants (as defined herein), as more fully described herein. Any purchaser as a Beneficial Owner of a Series 2025 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 Series 2025 Bond. See "DESCRIPTION OF THE SERIES 2025 BONDS – Book-Entry Only System" herein. The Series 2025 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Series 2025 Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2025.

The Series 2025 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2025 BONDS – Redemption Provisions" herein.

The Series 2025 Bonds are being issued to (a) finance a portion of the Costs of the Master CIP (as defined herein), (b) pay certain costs associated with the issuance of the Series 2025 Bonds, and (c) make a deposit into the Series 2025 Debt Service Reserve Account which account will be held for the benefit of all of the Series 2025 Bonds.

THE SERIES 2025 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY OF JACKSONVILLE, FLORIDA, DUVAL COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2025 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2025 SPECIAL ASSESSMENTS (AS DEFINED HEREIN) TO SECURE AND PAY THE SERIES 2025 BONDS. THE SERIES 2025 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY OF JACKSONVILLE, FLORIDA, DUVAL COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

THE SERIES 2025 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS (SEE "SUITABILITY FOR INVESTMENT" HEREIN). THE UNDERWRITER IS LIMITING THE OFFERING OF THE SERIES 2025 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION OF THE INITIAL OFFERING OF THE SERIES 2025 BONDS TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2025 BONDS. THE SERIES 2025 BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED AND NO APPLICATION HAS BEEN MADE FOR CREDIT ENHANCEMENT OR A RATING WITH RESPECT TO THE SERIES 2025 BONDS, NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT SUCCESSFUL IN WOULD HAVE BEEN OBTAINING EITHER ENHANCEMENT OR A RATING FOR THE SERIES 2025 BONDS HAD APPLICATION BEEN MADE.

This cover page contains information for quick reference only. It is not, and is not intended to be, a summary of the Series 2025 Bonds. Investors must read this entire Limited Offering Memorandum, including the appendices attached hereto, to obtain information essential to the making of an informed investment decision.

PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS[†]

\$ 	_ Yield_	% Price _	CUSIP No.†	
\$ 	_ Yield_	% Price _	CUSIP No.†	
\$ 	_ Yield_	% Price _	CUSIP No.†	

The Series 2025 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2025 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 Master Developer and the Development Manager (each as defined herein) by their counsel, Gunster, Yoakley & Stewart, P.A., Jacksonville, Florida, for the Trustee by its in-house counsel, and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida. It is expected that the Series 2025 Bonds will be available for delivery through the facilities of DTC on or about ________, 2025.

MBS Capital Markets, LLC

Dated: , 2

^{*} Preliminary, subject to change.

[†] The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

RED HERRING LANGUAGE

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. The Series 2025 Bonds may not be sold nor may offers to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. 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 Series 2025 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Maurice Rudolph*, Chair David Ray*, Vice Chair Chris Price*, Assistant Secretary Greg Barbour*, Assistant Secretary John Hewins*, Assistant Secretary

DISTRICT MANAGER/ASSESSMENT CONSULTANT

Governmental Management Services, LLC St. Augustine, Florida

DISTRICT COUNSEL

Kutak Rock LLP Tallahassee, Florida

CONSULTING ENGINEER

England, Thims & Miller, Inc. Jacksonville, Florida

BOND COUNSEL

Bryant Miller Olive P.A. Orlando, Florida

^{*} Affiliate or employee of the Master Developer and/or Development Manager (each as defined herein).

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesperson or other person has been authorized by the District, the City of Jacksonville, Florida, Duval County, Florida, the State of Florida or the Underwriter (as defined herein) 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 any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 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 District, the District Manager, the Consulting Engineer, the Assessment Consultant, the Master Developer, the Development Manager (each as defined herein) and other sources that are believed by the Underwriter to be reliable.

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.

At closing, the District, the District Manager, the Consulting Engineer, the Assessment Consultant, the Master Developer and the Development Manager will each deliver certificates certifying that certain of the information supplied by each does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein 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 with respect to the matters described herein since the date hereof.

The Series 2025 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 Series 2025 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 City of Jacksonville, Florida, Duval County, Florida, the State of Florida, nor any of its subdivisions or agencies have guaranteed or passed upon the merits of the Series 2025 Bonds, upon the probability of any earnings thereon or upon the accuracy or adequacy of this Limited Offering Memorandum.

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget," or other similar words. 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 Master Developer do not plan to issue any updates or revisions to those forward-looking statements if or when any of their expectations, events, conditions or circumstances on which such statements are based occur, other than as described under "CONTINUING DISCLOSURE" herein.

The order and placement of materials in this Limited Offering Memorandum, including the appendices, are not to be deemed a determination of relevance, materiality or importance, and this Limited Offering Memorandum, including the appendices, must be considered in its entirety. The captions and headings in this Limited Offering Memorandum are for convenience of reference only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections in this Limited Offering Memorandum.

This Limited Offering Memorandum is being provided to prospective purchasers in electronic format on the following websites: www.munios.com and www.emma.msrb.org. This Limited Offering Memorandum may be relied upon only as printed in its entirety directly from either of such websites.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum for any purpose, including for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

This Limited Offering Memorandum is not, and shall not be deemed to constitute, an offer to sell, or the solicitation of an offer to buy, real estate, which may only be made pursuant to offering documents satisfying applicable federal and state laws relating to the offer and sale of real estate.

This Preliminary Limited Offering Memorandum is in a form deemed final by the District for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, except for certain information permitted to be omitted pursuant to Rule 15c2-12(b)(1).

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
SUITABILITY FOR INVESTMENT	
DESCRIPTION OF THE SERIES 2025 BONDS	
General	
Redemption Provisions	
Notice of Redemption	
Book-Entry Only System	
SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS	
General	
No Parity Bonds; Limitation on Parity Liens	
Funds and Accounts	
Series 2025 Debt Service Reserve Account	
Series 2025 Bond Redemption Account	
Series 2025 Revenue Account	
Series 2025 Acquisition and Construction Account	
Series 2025 Costs of Issuance Subaccount	
Collateral Assignment	
Assignment of District's Rights Under Collateral Assignment	
Completion Agreement	
True-Up Agreement	
Enforcement of Completion Agreement and True-Up Agreement	
Prepayments	
Events of Default	
Provisions Relating to Bankruptcy or Insolvency of Landowner	21
Enforcement and Collection of Series 2025 Special Assessments	
Additional Covenants Regarding Assessments	
Re-Assessment	25
ENFORCEMENT OF ASSESSMENT COLLECTIONS	25
General	25
Direct Billing & Foreclosure Procedure	26
Uniform Method Procedure	27
THE DISTRICT	30
General	30
Legal Powers and Authority	30
Board of Supervisors	
District Manager and Other Consultants	32
THE CAPITAL IMPROVEMENT PROGRAM	
ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS	
THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER	
THE DEVELOPMENT	36
Overview	
Land Acquisition/Development Financing	37
Land Use Plan	
Environmental Matters	
Land Use/Permitting	39

Land Sales/Contract Activity	
Development Status	
Projected Absorption	42
Residential Product Offerings	43
Utilities	44
Schools	44
Recreational Facilities	44
Marketing	45
Fees and Assessments	
Competition	46
BONDOWNERS' RISKS	46
Limited Pledge	46
Concentration of Land Ownership and Bankruptcy Risks	
Delay and Discretion Regarding Remedies	
Limitation on Funds Available to Exercise Remedies	
Determination of Land Value upon Default	
Landowner Challenge of Assessed Valuation	
Failure to Comply with Assessment Proceedings	
Other Taxes and Assessments.	
Limited Secondary Market	
Inadequacy of Series 2025 Debt Service Reserve Account	
Regulatory and Environmental Risks	50
Economic Conditions	
Cybersecurity	
Infectious Viruses and/or Diseases.	
Completion of Master CIP	
District May Not be Able to Obtain Permits	
Damage to District from Natural Disasters	
Interest Rate Risk; No Rate Adjustment for Taxability	
IRS Examination and Audit Risk	
Legislative Proposals and State Tax Reform	
Loss of Exemption from Securities Registration	
Prepayment and Redemption Risk.	
Performance of District Professionals	
No Rating or Credit Enhancement.	
Mortgage Default and FDIC	
ESTIMATED SOURCES AND USES OF BOND PROCEEDS	
DEBT SERVICE REQUIREMENTS	
TAX MATTERS	
General	
Information Reporting and Backup Withholding	
Other Tax Matters	
Tax Treatment of Original Issue Discount	60 62
Tax Treatment of Original Issue Discount Tax Treatment of Bond Premium	
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS	
VALIDATIONVALIDATIONS	
LITIGATION	
District	ຄວ

Master Devel	oper	63
	Manager	
	ISCLOSURE	
General		64
District Cont	inuing Compliance	64
Master Devel	oper Continuing Compliance	65
UNDERWRITING	Ĵ	65
LEGALITY FOR	INVESTMENT	65
LEGAL MATTER	S	65
AGREEMENT B	Y THE STATE	66
FINANCIAL INF	ORMATION	66
EXPERTS AND (CONSULTANTS	66
CONTINGENT A	ND OTHER FEES	67
NO RATING OR	CREDIT ENHANCEMENT	67
MISCELLANEO	JS	67
APPENDICES:		
APPENDIX A	ENGINEER'S REPORT	
APPENDIX B	ASSESSMENT REPORT	
APPENDIX C	FORMS OF MASTER INDENTURE AND SUPPLEMENTAL INDENTURE	
APPENDIX D	FORM OF OPINION OF BOND COUNSEL	
APPENDIX E	FORM OF CONTINUING DISCLOSURE AGREEMENT	

LIMITED OFFERING MEMORANDUM

relating to

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT (City of Jacksonville, Florida) \$29,350,000* Special Assessment Revenue Bonds, Series 2025

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Coastal Ridge Community Development District (the "District") in connection with the offering and issuance by the District of its \$29,350,000* Special Assessment Revenue Bonds, Series 2025 (the "Series 2025 Bonds").

The Series 2025 Bonds are being issued pursuant to the Act (hereinafter defined) and a Master Trust Indenture dated as of June 1, 2025 (the "Master Indenture"), between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of June 1, 2025, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), and resolutions adopted by the Board of Supervisors of the District (the "Board") on March 3, 2025 and May [6], 2025, authorizing the issuance of the Series 2025 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture, the form of which appears in composite APPENDIX C attached hereto.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance 2025-23-E adopted by the City Council of the City of Jacksonville, Florida (the "City") on February 25, 2025, effective February 28, 2025 (the "Ordinance"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District. The boundaries of the District currently include approximately 1,002 acres of land (the "District Lands") located in the City in Duval County, Florida (the "County"). For more complete information about the District, the Board and the District Manager (hereinafter defined), see "THE DISTRICT" herein.

The Act authorizes the District to issue bonds for the purposes, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, District roads, recreational facilities and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

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^{*} Preliminary, subject to change.

Under the Constitution and laws of the State of Florida (the "State"), including the Act, the District has the power and authority to levy non-ad valorem assessments upon the District Lands and to issue bonds for the purposes of providing community development services and facilities, including those financed with the proceeds of the Series 2025 Bonds as described herein.

Consistent with the requirements of the Indenture and the Ordinance, the Series 2025 Bonds are being issued to (a) finance a portion of the Costs of the Master CIP (hereinafter defined), (b) pay certain costs associated with the issuance of the Series 2025 Bonds, and (c) make a deposit into the Series 2025 Debt Service Reserve Account which account will be held for the benefit of all of the Series 2025 Bonds.

The District, which is currently planned to include 1,101 residential units and various recreational amenities, is part of a larger residential development known as "EverRange" (the "Development"), which encompasses approximately 2,485 acres. It is currently anticipated that the boundaries of the District will be expanded to include additional lands within the Development. The capital improvement program for the District (the "CIP") consists of certain master and neighborhood infrastructure improvements for the benefit of the District Lands, including onsite and offsite roadway improvements and related utilities, landscape, hardscape, electric, stormwater management and conveyance system, recreational facilities, water, reclaimed water and gravity sewer collection, and engineering/permitting. See "THE CAPITAL IMPROVEMENT PROGRAM" and "THE DEVELOPMENT" herein.

The Series 2025 Bonds are payable from and secured by the Pledged Revenues, which is defined in the Supplemental Indenture to mean (a) all revenues received by the District from the Series 2025 Special Assessments levied and collected on that portion of the District Lands benefited by the Master CIP, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2025 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2025 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the 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).

"Series 2025 Special Assessments" is defined in the Supplemental Indenture to mean the Assessments levied on that portion of the District Lands specially benefitted by the Master CIP or any portion thereof, which assessments correspond in amount to the Debt Service on the Series 2025 Bonds.

"Assessments" is defined in the Master Indenture to mean all "special assessments" and "benefit special assessments" levied and collected by or on behalf of the District pursuant to Sections 190.011(14), 190.021(2) and 190.022(1) of the Act, together with the applicable interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf

of the Governing Body, 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 and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds. Assessments shall not include Operation and Maintenance Assessments.

The Series 2025 Special Assessments represent an allocation of a portion of the costs of the Master CIP, including bond financing costs, to the lands within the District benefiting from the Master CIP in accordance with the Assessment Report (hereinafter defined). The Assessment Report and Assessment Resolutions (collectively, the "Assessment Proceedings") permit the prepayment in part or in full of the Series 2025 Special Assessments at any time without penalty, together with interest at the rate on the corresponding Series 2025 Bonds to the Quarterly Redemption Date that is more than forty-five (45) days next succeeding the date of prepayment. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" and "THE DEVELOPMENT – Fees and Assessments" herein.

Subsequent to the issuance of the Series 2025 Bonds, the District may cause one or more Series of Bonds to be issued pursuant to the Master Indenture, subject to the terms and conditions thereof. Bonds may be issued for the purpose of providing funds for paying all of part of the Cost of a Project, to refund all or a portion of a Series of Bonds or for the completion of a Project. The District covenants and agrees in the Supplemental Indenture that other than Bonds issued to refund the Outstanding Series 2025 Bonds, the District shall not, while any Series 2025 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Pledged Revenues. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2025 Bonds are Outstanding, the District will not impose debt service Assessments for capital projects on any lands then subject to the Series 2025 Special Assessments without the written consent of the Majority Owners; provided, however, such consent shall not be required if the Series 2025 Special Assessments have been Substantially Absorbed evidence of which shall be provided by the District to the Trustee in a written certificate upon which the Trustee may conclusively rely. The Trustee shall have no duty to verify if the Series 2025 Special Assessments are Substantially Absorbed and in the absence of a certification as provided above can assume that the Series 2025 Special Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, the District is not precluded from imposing capital assessments (or the issuance of Bonds secured by such capital assessments) on property then subject to the Series 2025 Special Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District. "Substantially Absorbed" is defined in the Supplemental Indenture to mean the date on which a principal amount of the Series 2025 Special Assessments equaling at least ninety percent (90%) of the then Outstanding principal amount of the Series 2025 Bonds are levied on the District Lands with respect to which a certificate of occupancy has been issued for a structure thereon. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS - No Parity Bonds; Limitation on Parity Liens" herein.

There follows in this Limited Offering Memorandum a brief description of the District and the Development, together with summaries of the terms of the Series 2025 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all

references to the Series 2025 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture, the form of which appears as composite APPENDIX C attached hereto.

SUITABILITY FOR INVESTMENT

Investment in the Series 2025 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or MBS Capital Markets, LLC (the "Underwriter") to give any information or make any representations other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2025 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions.

While the Series 2025 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2025 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2025 Bonds only to, "accredited investors," as such term is defined in Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2025 Bonds. Prospective investors in the Series 2025 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 Series 2025 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

DESCRIPTION OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds are issuable only in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2025 Bonds shall be delivered to the initial purchasers thereof in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

The Series 2025 Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing November 1, 2025 (each, an "Interest Payment Date"), and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2025 Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

Debt Service on each Series 2025 Bond will be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Except when registration of the Series 2025 Bonds is being maintained pursuant to a book-entry only system, the payment of interest on the Series

2025 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2025 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Bond Registrar as of the close of business on the Regular Record Date, at such Owner's address as it appears on the Bond Register. Interest on the Series 2025 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2025, in which case from the date of original issuance of the Series 2025 Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

Any interest on any Series 2025 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2025 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2025 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

The Series 2025 Bonds will initially be registered in the name of Cede & Co. as nominee for The Depository Trust Company ("DTC"), which will act initially as securities depository for the Series 2025 Bonds and, so long as the Series 2025 Bonds are held in bookentry only form, Cede & Co. will be considered the registered Owner for all purposes thereof. See "– Book-Entry Only System" below for more information about DTC and its book-entry only system.

Redemption Provisions

<u>Optional Redemption</u>. The Series 2025 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__, at the Redemption Price of the principal amount of the Series 2025 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

<u>Mandatory Sinking Fund Redemption</u>. The Series 2025 Bond maturing on May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled

maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

May 1	Amortization	May 1	Amortization	
of the Year	of the Year Installment		Installment	

^{*} Final maturity

The Series 2025 Bond maturing on May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

May 1	Amortization	May 1	Amortization
of the Year	Installment	of the Year	Installment

The Series 2025 Bond maturing on May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

May 1	Amortization	May 1	Amortization
of the Year	Installment	of the Year	Installment

The above Amortization Installments are subject to recalculation, as provided in the Master Indenture, as the result of the redemption of Series 2025 Bonds other than in

^{*} Final maturity

^{*} Final maturity

accordance with scheduled Amortization Installments so as to re-amortize the remaining Outstanding principal of Series 2025 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term thereof.

<u>Extraordinary Mandatory Redemption in Whole or in Part</u>. The Series 2025 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, 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 as follows, if and to the extent that any one or more of the following have occurred:

- (a) on or after the Date of Completion of the Master CIP, pursuant to Section 4.01(a) of the Supplemental Indenture by application of moneys transferred from the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund established under the Indenture to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account in accordance with the terms of the Indenture; or
- (b) from amounts required by the Indenture to be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account including, but not limited to, Series 2025 Prepayment Principal and any excess amounts in the Series 2025 Debt Service Reserve Account as a result of the deposit of such Series 2025 Prepayment Principal and any excess amount on deposit in the Series 2025 Debt Service Reserve Account resulting from a reduction in the Series 2025 Debt Service Reserve Requirement; or
- (c) on the date on which the amount on deposit in the Series 2025 Debt Service Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2025 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2025 Bonds shall be called for redemption, the particular Series 2025 Bonds or portions of Series 2025 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice of Redemption

Notice of redemption of the Series 2025 Bonds shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Series 2025 Bonds to be redeemed and to the registered Owner of each Series 2025 Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in principal amount of Series 2025 Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Series 2025 Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Series 2025 Bond, in each case stating: (a) the numbers of the Series 2025 Bonds to be redeemed, by giving the individual certificate number of each Series 2025 Bond to be redeemed (or stating that all Series 2025 Bonds between two stated certificate

numbers, both inclusive, are to be redeemed or that all of the Series 2025 Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Series 2025 Bonds being redeemed; (c) in the case of a partial redemption of Series 2025 Bonds, the principal amount of each Series 2025 Bond being redeemed; (d) the date of issue of each Series 2025 Bond as originally issued and the complete official name of the Series 2025 Bonds; (e) the rate or rates of interest borne by each Series 2025 Bond being redeemed; (f) the maturity date of each Series 2025 Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; (h) any condition or conditions to be met prior to the redemption of the Series 2025 Bonds being redeemed; and (i) the notice date, redemption date, and Redemption Price. The notice shall require that such Series 2025 Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Series 2025 Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Series 2025 Bonds are held in a book-entry only format.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

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 MAKES ANY REPRESENTATION OR WARRANTY OR TAKES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered bonds 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 bond certificate will be issued for each maturity of the Series 2025 Bonds 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 (the "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 (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission ("SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 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 Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 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 Series 2025 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 Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an 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 made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2025 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 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 Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2025 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 Bond Registrar on the 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, the Bond Registrar 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 dividend 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 for the Series 2025 Bonds. 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 the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2025 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, Series 2025 Bond certificates will be printed and delivered to DTC.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2025 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS. OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds are payable from and secured by the Pledged Revenues, which is defined in the Supplemental Indenture to mean (a) all revenues received by the District from the Series 2025 Special Assessments levied and collected on that portion of the District Lands benefited by the Master CIP, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2025 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2025 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established

under the Indenture; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the 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).

"Series 2025 Special Assessments" is defined in the Supplemental Indenture to mean the Assessments levied on that portion of the District Lands specially benefitted by the Master CIP or any portion thereof, which assessments correspond in amount to the Debt Service on the Series 2025 Bonds.

The Series 2025 Special Assessments represent an allocation of the Costs of the Master CIP, including bond financing costs, to certain benefited land within the District in accordance with the Assessment Report attached hereto as composite APPENDIX B.

THE SERIES 2025 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2025 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2025 SPECIAL ASSESSMENTS (AS DEFINED HEREIN) TO SECURE AND PAY THE SERIES 2025 BONDS. THE SERIES 2025 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

No Parity Bonds; Limitation on Parity Liens

The District covenants and agrees in the Supplemental Indenture that other than Bonds issued to refund the Outstanding Series 2025 Bonds, the District shall not, while any Series 2025 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Pledged Revenues. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2025 Bonds are Outstanding, the District will not impose debt service Assessments for capital projects on any lands then subject to the Series 2025 Special Assessments without the written consent of the Majority Owners; provided, however, such consent shall not be required if the Series 2025 Special Assessments have been Substantially Absorbed evidence of which shall be provided by the District to the Trustee in a written certificate upon which the Trustee may conclusively rely. The Trustee shall have no duty to verify if the Series 2025 Special Assessments are Substantially Absorbed and in the absence of a certification as provided above can assume that the Series 2025 Special Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, the District is not precluded from imposing capital assessments (or the issuance of Bonds secured by such capital assessments) on property then subject to the Series 2025 Special Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District. "Substantially Absorbed" is defined in the Supplemental Indenture to mean the date on which a principal amount of the Series 2025 Special Assessments equaling at least ninety percent (90%) of the then Outstanding principal amount of the Series 2025 Bonds are levied on the District Lands with respect to which a certificate of occupancy has been issued for a structure thereon.

WHILE NO FUTURE ADDITIONAL BONDS WILL BE PAYABLE FROM OR SECURED BY THE SERIES 2025 SPECIAL ASSESSMENTS PLEDGED AS SECURITY FOR THE SERIES 2025 BONDS, THE DISTRICT, THE CITY, THE COUNTY, THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF MAY IN THE FUTURE IMPOSE, LEVY AND COLLECT ASSESSMENTS AND TAXES THE LIENS OF WHICH WILL BE CO-EQUAL WITH THE LIEN OF ASSESSMENTS WHICH INCLUDES THE SERIES 2025 SPECIAL ASSESSMENTS SECURING THE SERIES 2025 BONDS. See "— Enforcement and Collection of Series 2025 Special Assessments" below and "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein.

Funds and Accounts

The Indenture requires that the Trustee establish the following Funds and Accounts: (a) within the Acquisition and Construction Fund, a Series 2025 Acquisition and Construction Account and therein a Series 2025 Costs of Issuance Subaccount; (b) within the Revenue Fund, a Series 2025 Revenue Account; (c) within the Debt Service Fund, a Series 2025 Sinking Fund Account, a Series 2025 Interest Account, and a Series 2025 Bond Redemption Account and therein a Series 2025 Optional Redemption Subaccount and a Series 2025 Prepayment Subaccount; and (d) within the Reserve Fund, a Series 2025 Debt Service Reserve Account.

Series 2025 Debt Service Reserve Account

The Series 2025 Debt Service Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2025 Debt Service Reserve Requirement. "Series 2025 Debt Service Reserve Requirement" is defined in the Supplemental Indenture to mean initially an amount equal to 100% of the Maximum Annual Debt Service Requirements for all Outstanding Series 2025 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter the Series 2025 Debt Service Reserve Requirement shall be an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirements for all Outstanding Series 2025 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter the Series 2025 Debt Service Reserve Requirement shall be an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirements for all Outstanding Series 2025 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2025 Bonds, the Series 2025 Debt Service Reserve Requirement shall be \$_______.

"Reserve Account Release Conditions #1" is defined in the Supplemental Indenture to mean, collectively, that (a) all lots subject to Series 2025 Special Assessments have been developed, platted and sold to homebuilders, (b) all Series 2025 Special Assessments are

being collected pursuant to the Uniform Method, and (c) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2025 Bonds. Upon satisfaction of Reserve Account Release Conditions #1, an Authorized Officer shall provide a written certification to the Trustee certifying that the events in clauses (a) and (b) have occurred and affirming clause (c) on which certifications the Trustee may conclusively rely (collectively, the "Reserve Release Certifications #1").

"Reserve Account Release Conditions #2" is defined in the Supplemental Indenture to mean, collectively, that (i) all of the Reserve Account Release Conditions #1 have been satisfied, and (ii) all homes subject to Series 2025 Special Assessments have been built, sold and closed with end-users. Upon satisfaction of Reserve Account Release Conditions #2, an Authorized Officer shall provide a written certification to the Trustee certifying that the events in clauses (i) and (ii) have occurred on which certifications the Trustee may conclusively rely (collectively, the "Reserve Release Certifications #2").

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2025 Debt Service Reserve Account shall be used only for the purpose of making payments into the Series 2025 Interest Account and the Series 2025 Sinking Fund Account to pay Debt Service on the Series 2025 Bonds, when due, to the extent the moneys on deposit in such Accounts and available therefor are insufficient and for no other purpose.

Upon satisfaction of the Reserve Account Release Conditions #1 and/or Reserve Account Release Conditions #2, an Authorized Officer of the District shall provide Reserve Release Certifications #1 and/or Reserve Release Certifications #2 to the Trustee, upon which certifications the Trustee may conclusively rely, and thereupon an Authorized Officer of the District shall recalculate the Series 2025 Debt Service Reserve Requirement and instruct the Trustee to transfer any excess as a result of having met such Reserve Account Release Conditions to the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund to be used for the purposes of such Account.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the District shall recalculate the Series 2025 Debt Service Reserve Requirement taking into account any Series 2025 Prepayment Principal on deposit in the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2025 Debt Service Reserve Account in excess of the Series 2025 Debt Service Reserve Requirement as a result of such Series 2025 Prepayment Principal to the Series 2025 Prepayment Subaccount as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel. Following the foregoing transfer, such amounts in the Series 2025 Prepayment Subaccount shall be applied to the extraordinary mandatory redemption of the Series 2025 Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2025 Debt Service Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2025 Bonds, together with accrued interest on such Series 2025 Bonds to the earliest date of redemption permitted therein and in the

Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2025 Debt Service Reserve Account into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account to pay and redeem all of the Outstanding Series 2025 Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2025 Debt Service Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of delinquent Series 2025 Special Assessments.

Earnings on investments in the Series 2025 Debt Service Reserve Account shall be disposed of as follows:

- (a) if as of the last date on which amounts on deposit in the Series 2025 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2025 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2025 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2025 Debt Service Reserve Account shall be deposited to the credit of the Series 2025 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2025 Debt Service Reserve Requirement; and
- (b) as long as no notice of an Event of Default under the Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, and the amount in the Series 2025 Debt Service Reserve Account is not reduced below the then Series 2025 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (i) prior to the Date of Completion of the Master CIP, to the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund, and (ii) on and after the Date of Completion of the Master CIP, to the Series 2025 Revenue Account of the Revenue Fund. Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2025 Debt Service Reserve Account shall remain therein.

Series 2025 Bond Redemption Account

Except as otherwise provided in the Supplemental Indenture, moneys to be deposited into the Series 2025 Bond Redemption Account, as provided in Article VI of the Master Indenture, shall be deposited to the Series 2025 Optional Redemption Subaccount of the Series 2025 Bond Redemption Account. Series 2025 Prepayments shall be identified as such by the District to the Trustee to then be deposited directly into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account, as provided in the Indenture.

Moneys in the Series 2025 Optional Redemption Subaccount (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2025 Bonds, if any, as the District may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate.

Any moneys so transferred from the Series 2025 Optional Redemption Subaccount to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture; and

SECOND, the remainder to be utilized by the Trustee, at the written direction of an Authorized Officer, to call for redemption such Series 2025 Bonds that are subject to optional redemption pursuant to Section 3.01(a) of the Supplemental Indenture such amount of Series 2025 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than \$5,000 principal amount of Series 2025 Bonds shall be called for redemption at one time.

Moneys in the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(ii) of the Supplemental Indenture an amount of Series 2025 Bonds equal to the amount of money transferred to the Series 2025 Prepayment Subaccount pursuant to the aforesaid provision, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(ii) of the Supplemental Indenture.

Series 2025 Revenue Account

The Trustee shall deposit into the Series 2025 Revenue Account the Pledged Revenues, other than Series 2025 Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Pledged Revenues paid to the Trustee shall be deposited into the Series 2025 Revenue Account, and that Pledged Revenues which the District informs the Trustee constitute Series 2025 Prepayment Principal shall be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2025 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2025 Revenue Account for deposit into the Series 2025 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2025 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2025 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2025 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2025 Bonds set forth in Article III of the Supplemental Indenture.

Following the foregoing transfers, the Trustee shall transfer from amounts on deposit in the Series 2025 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, no later than the Business Day preceding each May 1 and November 1, to the Series 2025 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2025 Bonds due on such May 1 or November 1, less any other amounts already on deposit in the Series 2025 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2025 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2025 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2025 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2025 Debt Service Reserve Account an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2025 Debt Service Reserve Requirement;

FOURTH, notwithstanding the foregoing, at any time the Series 2025 Bonds are subject to redemption on a date which is not an Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2025 Interest Account the amount necessary to pay interest on the Series 2025 Bonds subject to redemption on such date; and

FIFTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2025 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the District shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the balance on deposit in the Series 2025 Revenue Account on such November 2 shall (a) before the Date of Completion of the Master CIP, be transferred into the Series 2025 Acquisition and Construction Account, and (b) on and after the Date of Completion of the Master CIP, be paid over to the District at the written direction of an Authorized Officer and used for any lawful purpose of the District; provided, however, that on the date of either such proposed transfer the Trustee shall not have received written notice of an Event of Default under the Indenture relating to the Series 2025 Bonds, and all Trustee's fees and expenses relating to the Series 2025 Bonds shall have been paid.

Series 2025 Acquisition and Construction Account

Net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Acquisition and Construction Account in the amount set forth in Section 2.06 of the Supplemental Indenture, together with any excess moneys transferred to the Series 2025 Acquisition and Construction Account. Such moneys in the Series 2025 Acquisition and Construction Account shall be applied as set forth in Article IV of the Master Indenture and Sections 4.01(a) and 3.01(b)(i) of the Supplemental Indenture to pay costs to acquire and construct portions of the Master CIP, or as otherwise provided in the Supplemental Indenture after the Date of Completion. Each requisition shall substantially be in the form of requisition attached as Exhibit B to the Master Indenture. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted under the

Indenture. After the Date of Completion of the Master CIP, which shall not occur until the satisfaction of Reserve Account Release Conditions #1 and Reserve Account Release Conditions #2 and after transferring any resulting excess Series 2025 Debt Service Reserve Requirement from the Series 2025 Debt Service Reserve Account to the Series 2025 Acquisition and Construction Account, and after retaining in the Series 2025 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of any portion of the Master CIP set forth in the Consulting Engineer's Certificate establishing such Date of Completion, any funds remaining in the Series 2025 Acquisition and Construction Account shall be transferred to and deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account and applied to the extraordinary mandatory redemption of the Series 2025 Bonds, and the Series 2025 Acquisition and Construction Account shall be closed. The Series 2025 Acquisition and Construction Account shall remain open until both Reserve Account Release Conditions #1 and Reserve Account Release Conditions #2 have been satisfied.

In accordance with the provisions of the Indenture, the Series 2025 Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District acknowledges in the Supplemental Indenture that the Pledged Revenues include, without limitation, all amounts on deposit in the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, and upon the occurrence of an Event of Default with respect to the Series 2025 Bonds, (a) the Pledged Revenues may not be used by the District (whether to pay Costs of the Master CIP or otherwise) without the consent of the Majority Owners of the Series 2025 Bonds, except to the extent that prior to the occurrence of an Event of Default the District had incurred a binding obligation with third parties for work on the Master CIP and payment is for such work and (b) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2025 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

Series 2025 Costs of Issuance Subaccount

Amounts in the Series 2025 Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2025 Bonds. Six (6) months after the date of issuance of the Series 2025 Bonds, any moneys remaining in the Series 2025 Costs of Issuance Subaccount which have not been requisitioned by the District to pay costs relating to the issuance of the Series 2025 Bonds shall be deposited into the Series 2025 Acquisition and Construction Account and applied as set forth in Article IV of the Master Indenture and Section 4.01(a) of the Supplemental Indenture, and the Series 2025 Costs of Issuance Subaccount shall be closed.

Collateral Assignment

Contemporaneously with the issuance of the Series 2025 Bonds, the District, EVRDEV, LLC, a Florida limited liability company (the "Master Developer"), and TPG Land Partners, LLC, a Florida limited liability company (the "Development Manager"), will enter into a [Collateral Assignment and Assumption of Development and Contract Rights] (the "Collateral Assignment"). The Collateral Assignment provides, among other things, that in

the event the Master Developer defaults in the payment of Series 2025 Special Assessments levied on lands owned by the Master Developer, the District may exercise its remedial rights thereunder. Pursuant to the Collateral Assignment, the Master Developer and Development Manager agree, subject to the provisions of the Collateral Assignment, to collaterally assign to the District all of their respective development rights and contract rights relating to lands benefited by the Master CIP (the "Development and Contract Rights") as security for the Master Developer's payment and performance and discharge of its obligation to pay the Series 2025 Special Assessments levied against the lands owned by the Master Developer within the District. Such Development and Contract Rights specifically exclude any such portion of the Development and Contract Rights which relate solely to any property which has been conveyed to a landowner resulting from the sale of land in the ordinary course of business, the City, the County, the District, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any.

Assignment of District's Rights Under Collateral Assignment

Pursuant to the Supplemental Indenture, the District assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2025 Bonds Outstanding under the Indenture. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment; provided, however, the Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2025 Bonds. Notwithstanding anything to the contrary in the Supplemental Indenture, prior to taking any action under Section 5.07 of the Supplemental Indenture, the Trustee shall have first been indemnified to its satisfaction.

Completion Agreement

In connection with the issuance of the Series 2025 Bonds, the Master Developer will enter into an agreement with the District (the "Completion Agreement") pursuant to which the Master Developer will agree to provide funds to complete the Master CIP to the extent that proceeds of the Series 2025 Bonds are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

True-Up Agreement

In connection with the issuance of the Series 2025 Bonds, the District and the Master Developer will enter into an agreement (the "True-Up Agreement") pursuant to which the Master Developer agrees to pay when requested by the District any amount of Series 2025 Special Assessments allocated to unplatted acres in the District in excess of the allocation in place at the time of issuance of the Series 2025 Bonds.

Enforcement of Completion Agreement and True-Up Agreement

Pursuant to the Indenture, the District covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2025 Bonds may, subject to the provisions of Section 604 of the Master Indenture, act

on behalf of, and in the District's stead, to enforce the provisions of such Agreement and to pursue all available remedies under applicable law or in equity. Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2025 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2025 Bonds, shall constitute an Event of Default under the Indenture, provided, however, that the District shall have a reasonable opportunity to cure.

Prepayments

At any time any owner of property subject to the Series 2025 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, require the District to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2025 Special Assessments by paying to the District all or a portion of the Series 2025 Special Assessment which shall constitute Series 2025 Prepayments as directed in writing by the District pursuant to the provisions of Section 4.01(b) of the Supplemental Indenture, plus accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to such Series 2025 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2025 Bonds in the event the amount in the Series 2025 Debt Service Reserve Account will exceed the Series 2025 Debt Service Reserve Requirement as a result of a Series 2025 Prepayment in accordance with Section 4.01(f) of the Supplemental Indenture and the resulting redemption of Series 2025 Bonds in accordance with Section 3.01(b)(ii) of the Supplemental Indenture, the excess amount above the Series 2025 Debt Service Reserve Requirement shall be transferred from the Series 2025 Debt Service Reserve Account to the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account, as a credit against the Series 2025 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the District together with a certificate of an Authorized Officer of the District stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2025 Debt Service Reserve Account to equal or exceed the Series 2025 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2025 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2025 Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on or before the forty-sixth (46th) day prior to a Quarterly Redemption Date. The Trustee is authorized to make such transfers as provided in this section and has no duty to verify such calculations.

Upon receipt of Series 2025 Prepayments as described in the preceding paragraph, which includes accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), subject to satisfaction of the conditions set forth therein, the District shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2025 Prepayment and the District shall take such action as is necessary to record in the official records of the County

an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2025 Special Assessment has been paid in whole or in part and that such Series 2025 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the District, the Trustee shall immediately deposit the same into the Series 2025 Prepayment Subaccount of the Series 2025 Bond Redemption Account to be applied in accordance with Section 4.01(h)(i) of the Supplemental Indenture, to the redemption of Series 2025 Bonds in accordance with Section 3.01(b)(ii) of the Supplemental Indenture.

The Trustee shall conclusively rely on the District's determination of what moneys constitute Series 2025 Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2025 Bonds pursuant to Section 3.01(b)(ii) of the Supplemental Indenture on each March 15, June 15, September 15 and December 15.

Events of Default

The Indenture provides that each of the following shall be an "Event of Default" under the Indenture with respect to the Series 2025 Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) any payment of Debt Service on the Series 2025 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 its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Master CIP;
- (d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged 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 of 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) Any portion of the Series 2025 Special Assessments shall have become Delinquent Assessments and, as the result thereof, the Trustee has withdrawn funds in an

amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2025 Debt Service Reserve Account to pay Debt Service on the Series 2025 Bonds;

- (h) more than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to the Series 2025 Special 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; and
- (i) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2025 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 Series 2025 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 have been 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 Series 2025 Bonds then Outstanding and affected by such default; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as, the District shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion.

Provisions Relating to Bankruptcy or Insolvency of Landowner

The Master Indenture contains the following provisions which 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, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Series 2025 Special Assessments pledged to the Series 2025 Bonds then 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 acknowledges and agrees in the Master Indenture that, although the Series 2025 Bonds were issued by the District, the Owners of the Series 2025 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:

(a) the District agrees that it shall seek to secure the written consent of the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds then 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 Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2025 Special Assessments relating to the Series 2025 Bonds then Outstanding, the Series 2025 Bonds then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Majority Owners of the Series 2025 Bonds then Outstanding shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners or the Trustee, acting at the written

direction of such Majority Owners, within sixty (60) days following delivery to the Majority Owners and an Authorized Officer of the Trustee of a written request for consent);

- (b) the District 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 Series 2025 Special Assessments relating to the Series 2025 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee or the Majority Owners;
- (c) the District agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners of the Series 2025 Bonds then Outstanding shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners and the Trustee within sixty (60) days following delivery to the Majority Owners and the Trustee of a written request for consent);
- (d) 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 Series 2025 Special Assessments relating to the Series 2025 Bonds then 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 Series 2025 Special Assessments relating to the Series 2025 Bonds then 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
- (e) 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 Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2025 Special Assessments relating to the Series 2025 Bonds then 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 to (i) file a proof of claim with respect to the Series 2025 Special Assessments pledged to the Series 2025 Bonds then Outstanding, (ii) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in Section 913 of the Master 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 a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not affirmatively seek to reduce the amount or receipt of Series 2025 Special Assessments. 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 Series 2025 Special Assessments relating to the Series 2025 Bonds then 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 (d) above.

Notwithstanding anything in the Master Indenture to the contrary, the Trustee shall not be required to take any action with respect to a Proceeding (including, but not limited to, giving any consent upon request of the District), unless it has been timely directed in writing by the Majority Owners and has received indemnity satisfactory to it.

Enforcement and Collection of Series 2025 Special Assessments

The primary source of payment for the Series 2025 Bonds is the Series 2025 Special Assessments imposed on each landowner within the District which is specially benefited by the Master CIP. To the extent that landowners fail to pay such Series 2025 Special Assessments, delay payments, or are unable to pay such Series 2025 Special Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2025 Bonds. The Act provides for various methods of collection of delinquent taxes by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a summary of special assessment payment and collection procedures appearing in the Florida Statutes.

Pursuant to the Indenture, notwithstanding Section 811 of the Master Indenture, the Series 2025 Special Assessments shall be directly collected and enforced by the District pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto; provided, however, Series 2025 Special Assessments levied on platted lots and pledged to secure the Series 2025 Bonds will be collected pursuant to the Uniform Method pursuant to Section 811 of the Master Indenture. The District covenants in the Supplemental Indenture to enter into an agreement with the County in order to comply with the provisions of the Supplemental Indenture.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners, requests that the District not use the Uniform Method, but instead collect and enforce Series 2025 Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the District shall collect and enforce said Series 2025 Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2025 Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

If the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2025 Special Assessment, then such Series 2025 Special Assessment shall be enforced in accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, as amended, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2025 Special Assessment, the District may, and shall, if so directed in writing by the Majority Owners of the Series 2025 Bonds then Outstanding, declare the entire unpaid balance of such Series 2025 Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed 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, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law.

If any tax certificates relating to Delinquent Assessments which are pledged to secure the payment of the principal of and interest on the Series 2025 Bonds are sold by the Tax Collector (hereinafter defined) pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2025 Revenue Account.

If any property shall be offered for sale for the nonpayment of any Series 2025 Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2025 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, costs and expenses, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2025 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, costs and expenses, if any), from any legally available funds of the District 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 Series 2025 Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this section. The District shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2025 Revenue Account. The District agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2025 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners. Notwithstanding anything to the contrary in the Supplemental Indenture, the Trustee shall not be required to take any action under this section unless it has been directed in writing by the Majority Owners and has received indemnity satisfactory to it.

THERE CAN BE NO ASSURANCE THAT ANY SALE, PARTICULARLY A BULK SALE, OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE

PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

Additional Covenants Regarding Assessments

Pursuant to the Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2025 Special Assessments, including the Assessment Resolutions and the Assessment Report, and to levy the Series 2025 Special Assessments and any required true-up payments set forth in the Assessment Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2025 Bonds, when due.

Re-Assessment

Pursuant to the Master Indenture, if any Series 2025 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2025 Special Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2025 Special Assessment when it might have done so, the District shall either (a) take all necessary steps to cause a new Series 2025 Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2025 Special Assessment from legally available moneys, which moneys shall be deposited into the Series 2025 Revenue Account. In case any such subsequent Series 2025 Special Assessment shall also be annulled, the District shall obtain and make other Series 2025 Special Assessments until a valid Series 2025 Special Assessment shall be made.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2025 Bonds is the revenues received by the District from the collection of Series 2025 Special Assessments imposed on certain lands in the District specially benefited by the Master CIP pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto.

The imposition, levy, and collection of Series 2025 Special Assessments must be done in compliance with the provisions of State law. Failure by the District, the Duval County Tax Collector (the "Tax Collector") or the Duval County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2025 Special Assessments during any year. Such delays in the collection of Series 2025 Special Assessments, or complete inability to collect any Series 2025 Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2025 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2025 Special 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 Series 2025 Bonds.

For the Series 2025 Special Assessments to be valid, the Series 2025 Special Assessments must meet two requirements: (a) the benefit from the Master CIP to the lands subject to the Series 2025 Special Assessments must exceed or equal the amount of the Series 2025 Special Assessments; and (b) the Series 2025 Special Assessments must be fairly and reasonably allocated across all such benefited properties. At closing, the Assessment Consultant (hereinafter defined) will certify that these requirements have been met with respect to the Series 2025 Special Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2025 Special Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. For undeveloped and unplatted properties, the District may directly issue annual bills to landowners requiring payment of the Series 2025 Special Assessments and will enforce such bill through foreclosure proceedings. As lands are platted, the Series 2025 Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto. 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 Chapter 170, Florida Statutes, and the Act, the District may directly levy, collect and enforce the Series 2025 Special Assessments. In this context, Section 170.10, 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 Series 2025 Special 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 Series 2025 Special Assessments and the ability to foreclose the lien of such Series 2025 Special Assessments upon the failure to pay such Series 2025 Special 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 Series 2025 Special Assessments. See "BONDOWNERS' RISKS" herein.

Uniform Method Procedure

Subject to certain conditions, the District may alternatively elect to collect the Series 2025 Special Assessments using the Uniform Method. The Uniform Method 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 Series 2025 Special Assessments to be levied and then collected in this manner.

If the Uniform Method is used, the Series 2025 Special Assessments will be collected together with City, 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 Series 2025 Special Assessments, are to be billed together 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 Series 2025 Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2025 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Series 2025 Special 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 Debt Service on the Series 2025 Bonds.

Under the Uniform Method, if the Series 2025 Special Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (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 Series 2025 Bonds that (a) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2025 Special Assessments, (b) future landowners and taxpayers in the District will pay such Series 2025 Special Assessments, (c) 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 (d) 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 Series 2025 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2025 Special 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 Series 2025 Special 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 all applicable interest, costs and charges. 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, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than eighteen percent (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 eighteen percent (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 eighteen percent (18%) per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2025 Special Assessments), interest, costs and charges on the real property described in the certificate.

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 (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), 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 five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such 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 affected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven (7) years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two (2) 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 (7) 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 (2) years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. 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 all other costs to the applicant 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 nonhomestead 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. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. 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, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, 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. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the governing board of the County that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other 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 (3) years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2025 Special 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 Series 2025 Special Assessments, which are the primary source of payment of the Series 2025 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 "BONDOWNERS' RISKS" herein.

THE DISTRICT

General

The District is a local unit of special purpose government duly organized and existing under the provisions of the Act and established by the Ordinance. The boundaries of the District currently include approximately 1,002 acres of land located entirely within the City. It is currently anticipated that the boundaries of the District will be expanded to include additional lands within the Development.

Legal Powers and Authority

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. 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.

The Act provides that community development districts have the power to issue general obligation, revenue and special assessment revenue debt obligations in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to levy and assess ad valorem taxes or non-ad valorem assessments, including the Series 2025 Special Assessments, on all taxable real property within their boundaries to pay the principal of and interest on debt obligations issued and to provide for any sinking or other funds established in connection with any such debt obligation issues. Pursuant to the Act, such assessments may be levied, collected and enforced in the same manner and time as county property taxes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to: (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (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 re-use systems or any combination thereof, and to construct and operate connecting intercepting 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 applicable specifications of the county in which such District roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the State, or the federal government; street lights; alleys; landscaping; hardscaping; undergrounding of electric utility lines; buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage; (iv) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property; (v) any other project, facility or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and (vi) 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, including, but not limited to, guardhouses, fences and gates, and electronic intrusion-detection systems; (b) borrow money and issue bonds of the District; (c) levy, collect and enforce special assessments; (d) impose and foreclose special assessment liens as provided in the Act; and (e) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are collectively performed by the City or the County and their respective departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any Owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the Series 2025 Bonds.

Board of Supervisors

The Act provides for a five-member Board of Supervisors (as previously defined, the "Board") to serve as the governing body of the District. At the initial meeting of the landowners, members of the Board (the "Supervisors") must be elected by the landowners with the two (2) Supervisors receiving the highest number of votes to serve for a four-year term and the remaining Supervisors to serve for a two-year term. Three (3) of the five (5) Supervisors are elected to the Board every two (2) years in November. At such election, the two (2) Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Until the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected by vote of the landowners of the District. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number and, for purposes of determining voting interests, platted lots are counted individually and rounded up to the nearest whole acre and are not to be aggregated for determining the number of voting units held). Upon the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, the Supervisors whose terms are expiring will be elected (as their terms expire) by qualified electors of the District, except as described below. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two (2) Supervisors must be qualified electors and be elected by qualified electors, both to a four-year term. The other Supervisor will be elected by landowners for a four-year term. Thereafter, as terms expire, all Supervisors must be qualified electors elected by qualified electors and are elected to serve staggered terms. If there is a vacancy on the Board, whether as a result of the resignation or removal of a Supervisor or because no elector qualifies for a seat to be filled in an election, the remaining Board members are to fill such vacancy for the unexpired term.

The current members of the Board and their respective term expiration dates are set forth below.

Name	Title	Expiration of Term
Maurice Rudolph*	Chair	November 20[]
David Ray*	Vice Chair	November 20[]
Chris Price*	Assistant Secretary	November 20[]
Greg Barbour*	Assistant Secretary	November 20[]
John Hewins*	Assistant Secretary	November 20[]

^{*} Affiliate or employee of the Master Developer and/or Development Manager.

The Act empowers the Board to adopt administrative rules and regulations with respect to any projects of the District, and to enforce penalties for the violation of such rules and regulations. The Act permits the Board to levy taxes under certain conditions, to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

District Manager and Other Consultants

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (a) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (b) maintaining and operating the equipment owned by the District, and (c) performing such other duties as may be prescribed by the Board.

Governmental Management Services, LLC has been retained as the firm to provide district management services for the District (in such capacity, the "District Manager"). The District Manager's office is located at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 and their phone number is (904) 940-5850.

The District Manager's typical responsibilities can briefly be summarized as directly overseeing and coordinating the District's planning, financing, purchasing, staffing, and reporting and acting as governmental liaison for the District. The District Manager's responsibilities also include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Bryant Miller Olive P.A., Orlando, Florida, as Bond Counsel; Kutak Rock LLP, Tallahassee, Florida, as District Counsel; England, Thims & Miller, Inc., Jacksonville, Florida, as Consulting Engineer; and Governmental Management Services, LLC, St. Augustine, Florida, as Assessment Consultant.

THE CAPITAL IMPROVEMENT PROGRAM

England, Thims & Miller, Inc. (the "Consulting Engineer") has prepared the Improvement Plan for the Coastal Ridge Community Development District dated February 21, 2025 (the "Engineer's Report"), describing the capital improvement program (the "CIP") for the District, which is estimated to cost approximately \$166.5 million, consisting of \$93.7 million for master infrastructure improvements (the "Master CIP") and \$72.8 million for neighborhood infrastructure improvements (the "Neighborhood CIP"). The Master CIP includes (a) U.S. Highway 1 offsite roadway improvements, (b) certain roadway improvements including Trading Post Drive, EverRange Parkway and Rustic Ridge Drive and related utilities, landscape, hardscape, and electric, (c) stormwater management and conveyance system, and (d) recreational facilities associated with the District. The Neighborhood CIP includes infrastructure for each planned neighborhood including water, reclaimed water and gravity sewer collection, neighborhood roadways, landscaping, hardscaping, neighborhood recreational improvements, stormwater management, and engineering/permitting. Enumeration of the costs of the CIP is provided in the table below.

Cost Category	Estimated Cost
Master CIP	
U.S. Highway 1 Roadway Improvements	\$ 5,205,762
Trading Post Drive, EverRange Parkway, Utilities, Landscape, Hardscape & Electric	36,003,789
Rustic Ridge Drive, Utilities, Landscape, Hardscape & Electric	1,888,142
Stormwater Management & Conveyance System	16,986,189
Master Recreational Improvements	14,000,000
Planning, Engineering, Survey and Regulatory (15%)	11,112,582
Contingency (10%)	8,519,646
Total Master CIP	\$93,716,110
Neighborhood CIP	72,825,498
Total CIP	\$166,541,608

Proceeds of the Series 2025 Bonds will be utilized to acquire and/or construct a portion of the Master CIP in the approximate amount of \$26.4 million*. The District does not intend to issue any additional Series of Bonds to construct and/or acquire additional portions of the Master CIP. The remainder of the Master CIP not funded with proceeds of the Series 2025 Bonds will be funded by the Master Developer and an unsecured revolving line of credit loan. See "THE DEVELOPMENT – Land Acquisition/Development Financing" herein. The Master Developer will enter into the Completion Agreement whereby the Master Developer will agree to complete any portions of the Master CIP not funded with proceeds of the Series 2025 Bonds. The District cannot make any representation that the Master Developer will have sufficient funds to complete the Master CIP. As of April 15, 2025, the Master Developer

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^{*} Preliminary, subject to change.

estimates it has expended approximately \$44.2 million in development-related expenditures, including \$32.0 million towards the Master CIP.

ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS

Governmental Management Services, LLC (in such capacity, the "Assessment Consultant") has prepared the Master Special Assessment Methodology Report dated March 3, 2025 (the "Master Assessment Report") and the [Supplemental Special Assessment Methodology Report] dated May [6], 2025 (the "Supplemental Assessment Report," and together with the Master Assessment Report, the "Assessment Report"), attached hereto as composite APPENDIX B. The Assessment Report provides a methodology to allocate the total benefit derived from the Master CIP to each of the land uses planned in the District on a fully financed basis.

Pursuant to the Assessment Report, the Series 2025 Special Assessments will initially be levied on approximately 1,002 acres constituting the lands comprising the District on an equal assessment per acre basis. As parcels of land are platted or sold by the Master Developer with specific entitlements assigned thereto, the Series 2025 Special Assessments are then allocated to such parcel or parcels based upon the amount of units platted or transferred entitlements in accordance with the assessment methodology identified in the Assessment Report. Based upon the sizing of the Series 2025 Bonds, the Series 2025 Special Assessments are ultimately expected to be allocated to the 1,101 residential units planned within the District.

The table below illustrates the estimated principal and annual Series 2025 Special Assessments for the various product types planned within the lands expected to be allocated the Series 2025 Special Assessments as described above.

		Est. Series 2025 Bonds Principal	Est. Series 2025 Bonds Gross Annual Debt
Product Type	# of Units	Per Unit*	Service Per Unit*†
Townhomes	90	\$19,708	\$1,568
Single-family 40'	107	$25{,}145$	2,000
Single-family 50'	385	26,504	2,108
Single-family 60'	418	27,863	2,216
Single-family 70'	72	29,562	2,351
Single-family 80'	29	31,261	2,486
Total	1,101		

^{*} Preliminary, subject to change.

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[†] Grossed up for early payment discount and County collection fees (7.5%).

The following information appearing under the captions "THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER" and "THE DEVELOPMENT" has been furnished by the Master Developer and the Development Manager for inclusion in this Limited Offering Memorandum as a means for prospective Bondholders to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Master Developer and the Development Manager, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of issuance of the Series 2025 Bonds, the Master Developer and the Development Manager will represent in writing that the information herein under the captions "THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER," "THE DEVELOPMENT," "LITIGATION – Master Developer," "LITIGATION – Development Manager," and "CONTINUING DISCLOSURE" (as it relates to the Master Developer) does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The Master Developer's obligation to pay the Series 2025 Special Assessments is limited solely to its obligation as a landowner, just as any other landowner within the District. The Master Developer is not a guarantor of payment on any property within the District and the recourse for the Master Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to the Series 2025 Special Assessments.

THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER

EVRDEV, LLC, a Florida limited liability company (the "Master Developer"), is the master developer of the Development. Other than the land sales within the District that have occurred to date, the lands within the District are owned by the Master Developer. The Master Developer is a special purpose entity that was organized on March 22, 2023, and whose primary asset is its interest in the Development. The sole member of the Master Developer is SPHBC, Inc., a Florida corporation ("SPHBC"), owned by members and associated members of the Davis family.

Pursuant to a project management agreement, the Master Developer retained TPG Land Partners, LLC, a Florida limited liability company (the "Development Manager"), to provide comprehensive management of the Development, including, without limitation, business planning, project financing, land planning, engineering, construction and land transactions. The Development Manager's primary shareholders are also the sole managers of The PARC Group ("PARC"), a real estate development company established in 1989 and primarily developing projects in the northeast Florida area. Affiliated entities of the Master Developer and the Development Manager have successfully teamed to develop several master planned communities over the past twenty (20) years including Nocatee and eTown. In addition to the District, the following table summarizes some of the completed and active projects for which PARC or its affiliates serve as the master developer or in a development management capacity.

Project	Location	Description	Status
Crosswater at Pablo Bay	Duval County	288 single-family lots	Completed
Pablo Creek Reserve	Duval County	271 single-family lots	Completed
Hickory Village	Nassau County	253 single-family lots	Completed
Pablo Bay	Duval County	449 single-family lots	Completed
Marsh Creek C.C.	St. Johns County	670 single-family lots	Completed
Reedy Branch Plantation	Duval County	203 single-family lots	Completed
Timberlin Parc	Duval County	310 single-family lots	Completed
e-Town	Duval County	1,999 residential lots	Completed
Nocatee	St. Johns/Duval County	11,000 single-family lots	Active
Glen Kernan	Duval County	138 residential lots	Active

THE DEVELOPMENT

Overview

EverRange (the "Development"), spanning approximately 2,485 acres, is situated between the nearly built-out Nocatee and eTown communities and is planned for development into multiple residential neighborhoods and commercial and retail use. The Development is ultimately slated to connect to eTown's Town Center, the Exchange. Direct access to the Development will be provided through the future Trading Post Drive and EverRange Parkway situated off of U.S. Highway 1 extending along the western side of the Development. The Development is situated just east of major regional roadway corridors including Interstate 295, State Road 9B and U.S. Highway 1. U.S. Highway 1 provides access to Interstate 95, a major north-south corridor along the eastern seaboard from Canada to Miami, and runs north-south through the heart of St. Johns County and Duval County.

The Development is located approximately twenty-two (22) miles southeast of downtown Jacksonville and nineteen (19) miles northwest of historic St. Augustine. The Jacksonville International Airport is approximately thirty-three (33) miles north of the Development via Interstate 95. Further, the Orlando International Airport can be reached in approximately two (2) hours.

The Development is centrally located to recreational opportunities, shopping and restaurants, as well as medical facilities. Medical care can be obtained at UF Health Durbin Park located within six (6) miles west of the Development. Baptist Medical Center South is located approximately four (4) miles northwest of the Development via U.S. Highway 1. The St. Johns Town Center, a 2.0 million square feet lifestyle center, is located thirteen (13) miles north of the Development at the intersection of Interstate 295 and Butler Boulevard. The Avenues Mall, a multi-level shopping center offering more than 1.1 million square feet of enclosed retail shopping located at the merger of U.S. Highway 1 and Southside Boulevard in south Jacksonville, is approximately seven (7) miles from the Development. Finally, an approximately 700,000 square-foot retail center known as Durbin Park is located approximately four (4) miles west of the Development on the west side of Interstate 95.

The Development is planned to feature clustered walkable neighborhoods designed to appeal to a diverse range of buyers, with plans for approximately 5,000 residential units and commercial use located along the southern edge of the Development facing U.S. Highway 1. The District is wholly contained within the boundaries of the Development and contains

approximately 1,002 acres planned for 1,101 residential units. It is currently anticipated that the boundaries of the District will be further expanded to include additional lands within the Development.

The lands in the District are largely owned by the Master Developer. It is the intent of the Master Developer to sell certain tracts as undeveloped tracts of land to developers/homebuilders for them to develop such tracts into finished lots for home construction thereon and certain tracts as finished lots for subsequent sale to homebuilders for home construction thereon. For the sale of certain tracts designated as undeveloped land, each parcel purchaser will construct their own neighborhood infrastructure improvements.

As discussed in more detail under the heading "THE CAPITAL IMPROVEMENT PROGRAM," proceeds of the Series 2025 Bonds will fund a portion of the Master CIP. The Series 2025 Special Assessments securing the Series 2025 Bonds will ultimately be levied on the 1,101 residential units planned within the current boundaries of the District.

Land Acquisition/Development Financing

On March 23, 2023, SPHBC, an entity affiliated with members of the Davis family, purchased approximately 1,198 acres ("Purchased Lands" or "EverRange Phase 1"), including the lands comprising the District, from Big Creek Timber, LLC, a Florida limited liability company ("Big Creek Timber"). Big Creek Timber is wholly owned by Estuary, LLC, a Florida limited liability company ("Estuary"), an investment company that is owned by trusts established for the benefit of members of the Davis Family. The purchase price of the Purchased Lands was \$21.0 million. Such lands were subsequently conveyed to the Master Developer.

The sale of the land was consummated via a purchase money promissory note provided by Big Creek Timber (the "Promissory Note") that provides for \$21.0 million plus accrued interest. The Promissory Note is secured by a Membership Interest Pledge Agreement under which SPHBC, the sole member of the Master Developer, has pledged and assigned all of its membership interest in the Master Developer to Big Creek Timber as collateral for the payment of the Promissory Note. The unpaid principal balance shall accrue interest at 3.74% per annum and has a term of ten (10) years from the execution of the Promissory Note. As of April 15, 2025, the current outstanding balance of the Promissory Note is \$22.7 million.

Estuary has provided an unsecured revolving line of credit construction loan to the Master Developer for the development of the Purchased Lands (the "Development Loan"). The Development Loan provides for a maximum loan amount for the development of the Purchased Lands of approximately \$60.0 million on a revolving basis. Interest is calculated based on the applicable federal rate for each draw advanced under the Development Loan. The unpaid principal balance and any accrued interest shall be due and payable on demand. The loan balance of the Development Loan as of April 15, 2025, is \$33.4 million.

The Master Developer anticipates utilizing proceeds of the Series 2025 Bonds to acquire and/or construct a portion of the Master CIP in the estimated amount of \$26.4

million*. In addition to the Development Loan, the Master Developer anticipates utilizing equity to fund the remaining portions of the Master CIP not funded with proceeds of the Series 2025 Bonds. As of April 15, 2025, the Master Developer estimates it has expended approximately \$44.2 million in development-related expenditures, including \$32.0 million towards the Master CIP.

Land Use Plan

The lands within the District are intended to be developed into six (6) neighborhoods planned to include approximately 1,101 residential units. As previously discussed herein, the District was established for a portion of the Development and consists of 1,002 acres constituting Parcels 18, 20, 24A, 24B, 25, 26E and 26F within the Development. The information appearing in the table below illustrates the current land use plan for parcels within the District, which information is subject to change.

Parcel	Developable Acreage	Commercial (sq. ft.)	# of Planned Apartment Units	# of Planned Townhome Units	# of Planned Single-Family Units
Parcel 18 "Monterra"	29.7	0	0	0	54
Parcel 20 "Sattletree"	108.0	0	0	0	352
Parcel 24A "Sagebrush"	100.8	0	0	0	251
Parcel 24B "Sagebrush"	100.8	0	0	0	47
Parcel 25 "Mariposa"	56.4	0	0	0	175
Parcel 26E	9.0	0	0	90	0
Parcel 26F	46.3	0	0	0	132
Total	350.2	0	0	90	1,011

Environmental Matters

Affiliates of the Master Developer have owned the lands within the District for more than thirty-five (35) years. A Phase 1 Environmental Site Assessment Report (the "Phase 1 ESA Report") was prepared by [_____] dated [____] 2025, for all of the lands constituting the Development including the lands comprising the District with the exception of the contracted and sold parcels within the District (Parcels 26E and 26F), as further identified hereinbelow under the subheading "- Land Sales/Contract Activity." The Phase 1 ESA Report found no evidence of recognized environmental conditions within the Development.

While the Master Developer has not commissioned an environmental site assessment for the contracted and sold parcels to date, each entity that has purchased or is currently under contract to purchase the property within the District has commissioned an environmental site assessment during the inspection periods provided for in their respective purchase and sale contracts (collectively, the "Phase 1 ESAs"). See "— Land Sales/Contract Activity" hereinbelow. The Phase I ESAs for all sold and contracted parcels have revealed no evidence of environmentally recognized conditions.

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^{*} Preliminary, subject to change.

Land Use/Permitting

The Development is part of a 6,174-acre tract that received zoning approval from the City as a planned unit development (the "PUD") that provides for the development of up to 10,575 residential units (8,526 single-family and townhome units and 2,052 multi-family units), and 915,000 square feet of commercial space.

The PUD sets forth certain conditions related to environmental, open space/conservation, transportation, access, design/construction specifications, utilities and land use. The information below is a summary of certain of the conditions of the PUD.

<u>Transportation</u>

- EverRange Parkway will be constructed as a north-south corridor extending from U.S. Highway 1 to eTown Parkway providing for a parallel route to the regional roadway system to the west including eTown Parkway, Interstate 295, State Road 9B and U.S. Highway 1. (The segment of EverRange Parkway located within the District boundaries is included in the Master CIP.)
- U.S. Highway 1 will be a quadrant intersection with two (2) connections to U.S. Highway 1 via the future Trading Post Drive

Recreational Amenities

• The active recreational amenities for subdivisions shall be provided at a ratio of one (1) acre of useable uplands for every 100 single-family detached lots and (1) acre for every 150 townhome units cumulatively throughout the PUD. Further, the PUD will contain multiple amenity sites containing a minimum of five (5) acres of active recreation. Up to 250 lots can be platted, developed and occupied without active recreation. Prior to plat approval of the 250th lot, either an active recreation amenity must be under construction or the platted lots will be served by other active reactional areas at the above minimum required ratios applicable to the type of residential units.

Open Space

• Approximately one-third (1/3) of the total gross acreage of the PUD will be protected or placed in conservation.

As described in further detail in the Engineer's Report, the majority of the permits for the Master CIP have been obtained. The St. Johns River Water Management District conceptual permit approving a stormwater management system and wetland mitigation was issued for the 1,198 acres constituting EverRange Phase 1 including the lands comprising the District. Additionally, a Florida Department of Environment Protection 404 permit for wetland mitigation for EverRange Phase 1 has been obtained. Further, the Master Developer has obtained permitting for the construction of EverRange Parkway, Rustic Ridge Drive and Trading Post Road, all projects included in the Master CIP.

Upon issuance of the Series 2025 Bonds, the Consulting Engineer will certify that any permits and approvals necessary for the infrastructure specific to the Master CIP that have not previously been obtained are expected to be obtained in the ordinary course of business.

In addition to the permits required for the Master CIP, permits for the development of the infrastructure for each of the residential parcels are required to be obtained. Each of the contract purchasers that have purchased lands within the District in addition to the Master Developer are in the process of obtaining or have obtained permits necessary for the commencement of development activities within their respective tracts.

Land Sales/Contract Activity

As previously discussed herein, it is the intent of the Master Developer to sell certain tracts as undeveloped tracts of land to developers/homebuilders for them to develop such tracts into finished lots for home construction thereon and certain tracts as finished lots for subsequent sale to homebuilders for home construction thereon. To date, the Master Developer has sold one (1) residential tract planned for 132 age-restricted residential units (the "Sold Parcel"). Further, the Master Developer has entered into a contract for the sale of (1) additional residential tract planned for ninety (90) townhome units ("Contracted Parcel"). The table below illustrates certain information pertaining to the aforementioned land sales and contract activity to date.

Parcel	Contract Purchaser/Owner	Developable Acreage	# of Units	Initial Purchase Price	Closing Date
Parcel 26E Contracted Parcel	Dream Finders Homes LLC	9.0	90	\$5,490,000	Est. [June] 2025
Parcel 26F Sold Parcel	TDC LB EverRange, LLC	46.3	132	\$10,032,000	December 2024
Total	_	55.3	222		

The narratives below provide a summary of the contract activity for the sold and contracted parcels within the District.

Parcel 26E

Dream Finders Homes LLC, a Florida limited liability company ("Dream Finders"), has entered into a purchase and sale contract with the Master Developer for the purchase of approximately nine (9) developable acres comprising Parcel 26E of the District and planned for ninety (90) townhome units (the "Parcel 26E Contract") for a purchase price totaling \$5,490,000. To the extent Parcel 26E is permitted to be developed with additional lots beyond the contracted ninety (90) townhome units, Dream Finders shall pay \$61,000 for each additional lot. A total deposit of \$549,000 was made and will be credited to the fixed purchase price at close. The closing is scheduled to occur in June 2025 upon Dream Finders obtaining all approvals and permits necessary for construction of all units planned within Parcel 26E.

Pursuant to the Parcel 26E Contract, certain conditions must be met by the Master Developer including, without limitation, (a) construction of the north/south access road, EverRange Parkway, providing access to the development tract, (b) construction of the east/west access road, Rustic Ridge Drive, providing access to the development tract, and (c) the associated water, sewer, reuse and electric lines stubbed out to the boundaries of the development tract. The Master Developer shall use good faith efforts to substantially

complete such improvements by the later of (1) September 15, 2025, or (2) the date that Dream Finders has completed all horizontal development of Parcel 26E.

Dream Finders operates as a subsidiary of Dream Finders Homes, Inc., a Delaware corporation ("DFH"). Headquartered in Jacksonville, Florida, DFH is currently building in Northeast Florida, Orlando, Savannah, Denver, Austin, Northern Virgina and Maryland. Since its inception in 2008, DFH has closed over 23,500 homes. DFH's stock trades on the New York Stock Exchange under the symbol DFH. DFH is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for DFH is 001-39916. Such reports, proxy statements, and other information are available at the SEC's website at www.sec.gov. All documents subsequently filed by DFH pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Parcel 26F

In April 2024, Toll Southeast Inc., a Delaware corporation, an affiliated entity of Toll Bros., Inc., a Pennsylvania corporation ("Toll Brothers"), entered into a purchase and sale contract with the Master Developer for the purchase of Parcel 26F, which includes approximately forty-six (46) developable acres (the "Parcel 26F Contract"). The Parcel 26F Contract was later assigned to TDC LB EverRange, LLC, a Florida limited liability company ("TDC"), an affiliated entity of Tavistock Development Company. On December 20, 2024, TDC acquired Parcel 26F for a fixed purchase price of \$10,032,000. An additional purchase price will be paid to the Master Developer at each home closing.

Pursuant to the Parcel 26F Contract, certain conditions must be met by the Master Developer including, without limitation, (a) construction of the north/south access road, EverRange Parkway, providing access to the development tract, (b) construction of the east/west access road, Rustic Ridge Drive, providing access to the development tract, and (c) the associated water, sewer, reuse and electric lines stubbed out to the boundaries of the development tract. The Master Developer shall use good faith efforts to substantially complete such improvements by the later of (1) September 15, 2025, or (2) the date that TDC has completed all horizontal development of Parcel 26F. Further, TDC is required to construct, at its sole cost and expense, a joint drainage pond at the boundary of the development tract and Rustic Ridge Drive.

TDC subsequently entered into a purchase and sale agreement with Toll Brothers for the acquisition of finished lots within Parcel 26F. The Toll Brothers' neighborhood is expected to be marketed as an active-adult residential community planned for 132 residential units.

Toll Brothers, a Fortune 500 company, is the nation's leading builder of luxury homes. The company began business over fifty (50) years ago in 1967 and became a public company in 1986. The company serves move-up, empty-nester, active-adult, and second-home buyers and operates in twenty-four (24) states. Toll Brothers builds an array of luxury residential single-family detached and attached homes, master planned resort-style golf, and urban low, mid, and high-rise communities, principally on land it develops and improves. The company operates its own architectural, engineering, mortgage, title, land development and land sale, golf course development and management, home security, and landscape subsidiaries. Toll

Brothers is a publicly-traded company the common stock of which is listed on the New York Stock Exchange under the symbol TOL. Toll Brothers is subject to the informational requirements of the Exchange Act, and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for Toll Brothers is 001-09186. Such reports, proxy statements, and other information are available at the SEC's website at www.sec.gov. All documents subsequently filed by Toll Brothers pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Development Status

Master Infrastructure

The Master CIP primarily includes (a) Trading Post Drive, located off of U.S. Highway 1, (b) EverRange Parkway as the primary north-south access route through the District, and (c) Rustic Ridge Drive, an east-west collector road, intersecting with EverRange Parkway just north of the proposed roundabout at the community entrance. Construction of EverRange Parkway began in late 2023. Earthwork has been finished and the Master Developer has started work on the associated stormwater ponds. The completion of EverRange Parkway through the District is anticipated to be complete in the first quarter of 2026. Construction of Trading Post Drive is currently underway with completion anticipated in the fourth quarter of 2025. Additionally, the construction of Rustic Ridge Drive is currently underway with completion anticipated in the third quarter of 2025.

Neighborhood Infrastructure

Parcel 24A & 24B: The Master Developer will develop residential lots planned within Parcels 24A and 24B for sale of finished lots to builders for home construction thereon. Construction of the 298 residential lots planned within the neighborhood anticipated to be marketed as "Sagebrush" is currently underway with development anticipated to be completed in the second quarter of 2026.

Parcel 25: The Master Developer will develop residential lots planned within Parcel 25 for sale of finished lots to builders for home construction thereon. Construction of the 175 residential lots planned within the neighborhood anticipated to be marketed as "Mariposa" is currently underway with completion anticipated in the fourth quarter of 2025.

Parcel 26F: As previously mentioned, TDC, an affiliated entity of Tavistock Development Company, has acquired the lands comprising Parcel 26F planned for 132 residential units. Construction is expected to begin in the second quarter of 2025 with completion anticipated in the second quarter of 2026. Toll Brothers has entered into a purchase and sale agreement for the planned 132 residential lots with the intention of developing an active-adult residential community.

Projected Absorption

The Master Developer intends to mainly sell undeveloped parcels to third-party developers/homebuilders with specific entitlements assigned thereto. However, the Master

Developer will also develop certain parcels for the sale of residential lots to third-party homebuilders.

The following table sets forth the Master Developer's anticipated pace of undeveloped parcel sales and finished lot sales planned within the District. As previously discussed herein, the Master Developer has currently entered into a purchase and sale agreement with Dream Finders for the purchase of approximately nine (9) acres planned for ninety (90) townhome residential lots. Additionally, the Master Developer has closed on Parcel 26F, which is being developed as a Toll Brother's active adult community planned for 132 residential units.

Parcel	Closed	2025	2026	2027	2028	Total
Bulk Sale						
Parcel 26E	0	90	0	0	0	90
Parcel 26F	132	0	0	0	0	132
Subtotal	132	90	0	0	0	222
Finished Lot Sale						
Parcels 24A & 24B	0	0	298	0	0	298
Parcel 25	0	175	0	0	0	175
Parcel 20	0	0	0	0	352	$\bf 352$
Parcel 18	0	0	0	54	0	54
Subtotal	0	175	298	54	352	<i>879</i>
Total	132	265	298	54	352	1,101

The Master Developer anticipates that home sales activity in the District will commence in the second quarter of 2026 and achieve a pace of approximately 300 homes per year.

Although the projected absorption rates shown above are based upon estimates and assumptions made by the Master Developer, and although considered reasonable by the Master Developer utilizing historical data, and taking into account current market conditions, it is nonetheless inherently uncertain and 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 Master Developer. In particular, historical data will likely not be indicative of future market conditions. The Master Developer cannot predict with certainty the pace of new home sales and deliveries, whether there could be a significant slowing of new home sales in the future as a result of market conditions, and the extent to which such market conditions might impact the District. As a result, there can be no assurance that the absorption will occur or be realized in the manner set forth herein. See "BONDOWNERS' RISKS" herein.

Residential Product Offerings

The following chart is a summary of certain information pertaining to the residential units anticipated to be constructed in the District by product type, which information is subject to change:

Product Type	Est. Square Footage	Expected Home Price
Townhomes	2,380 - 2,475	\$500,000
Single-family 40'	1,450 - 2,400	\$450,000
Single-family 50'	1,990 - 2,900	\$545,000
Single-family 60'	2,450 - 3,400	\$670,000
Single-family 70'	2,600 - 4,400	\$840,000
Single-family 80'	3,200 - 4,800	\$1,025,000

Utilities

Big Creek Timber, an affiliated entity of the Master Developer, has entered into a JEA Utility Service and Cost Participation Agreement with JEA (the "JEA Agreement"). Under the JEA Agreement, JEA will provide water services, wastewater treatment services and reclaimed water services to the 1,198 acres constituting EverRange Phase 1 including the lands comprising the District conditioned on certain obligations being met. These obligations include, without limitation, obtaining the necessary permits and constructing certain water mains, force mains and reuse water mains primarily along EverRange Parkway.

Big Creek Timber conveyed through a partial assignment its obligations under the JEA Agreement as it relates to EverRange Phase 1 to the Master Developer. The Master Developer is constructing the improvements described above and within EverRange Phase 1 including the lands comprising the District at an estimated cost of \$17.8 million, of which \$13.4 million is reimbursable. To date, the Master Developer estimates that \$16.0 million has been expended towards such infrastructure.

Further, JEA will provide electric service to the District and it is expected that multiple vendors will provide high-speed fiber optic network.

Schools

Based upon current school zoning, children residing in the Development would generally attend Bartram Springs Elementary, Twin Lakes Academy Middle School, and Atlantic Coast High School, which received ratings of 'A,' 'C,' and 'A,' respectively, for the 2024 school year according to the Florida Department of Education.

Recreational Facilities

The recreational amenities planned within the District will be situated on Parcel 25 and are expected to include five (5) acres of resort style amenities including a welcome center, a resort style pool, splash pad, lakeside pavilion, play area, dog park and four (4) pickleball courts. Construction of the recreational facilities is anticipated to commence in the second quarter of 2025 with completion slated for the second quarter of 2026. The recreational amenities are included in the Master CIP and are estimated to cost \$14.0 million. The recreational amenities are anticipated to be owned and maintained by the District. Further, it is anticipated that recreational amenities will be constructed within certain communities within the District for use by residents residing therein.

Marketing

The Master Developer is currently undertaking a comprehensive marketing effort for the Development in its entirety that ultimately is intended to be funded primarily with a marketing fee from each developer/homebuilder, inclusive of those that have or will purchase lands within the Development, which is required to be paid upon the closing of the sale of a new home in the Development. The marketing fee is calculated as 1.5% of the gross sales price of each home sold by the developer/homebuilder. The Master Developer is currently utilizing a marketing campaign that includes creative materials, branded content, social and interactive media, public relations and a website that can be accessed by visiting www.everrange.com. Further, each of the tract developers that have purchased tracts within the Development are employing their own marketing efforts to market their respective neighborhoods.

The Development will offer a welcome center acting as a first-stop for future residents. The welcome center will be staffed with representatives that share information on EverRange's neighborhoods, amenities, and the overall lifestyle.

Fees and Assessments

Each property owner in the District will pay annual taxes, assessments and fees on an ongoing basis, including ad valorem property taxes, Series 2025 Special Assessments, homeowner's association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

<u>Property Taxes</u>. The current millage rate for the area of the County where the District is located is approximately 17.8650 mills. Accordingly, by way of example, the annual property taxes for a \$650,000 taxable value home would be \$11,612.

<u>Homeowner's Association Fees</u>. All homeowners will be subject to annual homeowner's association ("HOA") fees for architectural review, deed restriction enforcement, as well as operation and maintenance of the HOA-owned facilities located within the respective neighborhoods planned in the Development. The HOA fees will vary annually based on the adopted budget by the HOA for a particular year. Each neighborhood within the Development will carry its own HOA fee specific to its community.

<u>District Special Assessments</u>. All assessable properties in the District will be subject to the Series 2025 Special Assessments levied in connection with the Series 2025 Bonds. In addition, all assessable properties will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the annual Series 2025 Special Assessments and the estimated O&M Assessments at buildout that will be levied by the District.

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			Est. Series 2025	
		Est. Series 2025	Bonds Gross	Est. Annual O&M
		Bonds Principal	Annual Debt	Assessment at
Product Type	# of Units	Per Unit*	Service Per Unit*†	Buildout (Gross)†
Townhomes	90	\$19,708	\$1,568	\$[]
Single-family 40'	107	25,145	2,000	[]
Single-family 50'	385	26,504	2,108	[]
Single-family 60'	418	27,863	2,216	[]
Single-family 70'	72	29,562	2,351	[]
Single-family 80'	29	31,261	2,486	[]
Total	1,101			

^{*} Preliminary, subject to change.

Competition

The Master Developer expects that competition for the Development will primarily come from Nocatee (Tolomato CDD), Silverleaf, Rivertown (Rivers Edge CDD), eTown (Cypress Bluff CDD), Beachwalk (Twin Creeks North CDD), Beacon Lakes (Meadowview at Twin Creeks CDD) and Shearwater (Trout Creek CDD).

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those that the Master Developer feels pose primary competition to the homes to be constructed in the Development.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of these risks are described in the section above entitled "ENFORCEMENT OF ASSESSMENT COLLECTIONS." However, certain additional risks are associated with the Series 2025 Bonds offered hereby. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2025 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum including all appendices hereto in its entirety to identify investment considerations relating to the Series 2025 Bonds.

Limited Pledge

The principal security for the payment of Debt Service on the Series 2025 Bonds is the timely collection of the Series 2025 Special Assessments. The Series 2025 Special Assessments do not constitute a personal indebtedness of the owners of the land subject thereto but are secured by a lien on such land. There is no assurance that the Master Developer or any subsequent landowner will be able to pay the Series 2025 Special Assessments or that they will pay such Series 2025 Special Assessments even though financially able to do so. Neither the Master Developer nor any subsequent landowner is a guarantor of payment of any Series 2025 Special Assessment and the recourse for the failure of the Master Developer or any subsequent landowner to pay the Series 2025 Special Assessments is limited to the collection proceedings against the land. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The District has not granted, and may not grant

[†] Includes gross-up of 4% for early payment and 3.5% for collection fees imposed by the County.

under State law, a mortgage or security interest in the Master CIP. Furthermore, the District has not pledged the revenues, if any, from the operation of the Master CIP as security for, or a source of payment of, the Series 2025 Bonds. The Series 2025 Bonds are payable solely from, and secured solely by, the Pledged Revenues, including the Series 2025 Special Assessments. The failure of the Master Developer or any subsequent landowner to pay the required Series 2025 Special Assessment on its property will not result in an increase in the amount of Series 2025 Special Assessments other landowners are or would be required to pay.

Concentration of Land Ownership and Bankruptcy Risks

Until further development takes place in the District and assessable properties are sold to end users, payment of the Series 2025 Special Assessments is substantially dependent upon their timely payment by the Master Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the Master Developer or any other subsequent significant owner of property subject to the Series 2025 Special Assessments, delays and impairment could occur in the payment of Debt Service on the Series 2025 Bonds as such bankruptcy could negatively impact the ability of (a) the Master Developer or any other landowner being able to pay the Series 2025 Special Assessments, (b) the County to sell tax certificates in relation to such property with respect to the Series 2025 Special Assessments being collected pursuant to the Uniform Method, and (c) the District's ability to enforce collection with respect to the Series 2025 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2025 Bonds, the Trustee and the District 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 during a bankruptcy of the Master Developer or any other landowner, the remedies specified by federal, State and local law and in the Indenture and the Series 2025 Bonds, including, without limitation, enforcement of the obligation to pay Series 2025 Special Assessments and the ability of the District to foreclose the lien of the Series 2025 Special Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 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 available remedies respecting the Series 2025 Bonds could have a material adverse impact on the interest of the Owners thereof.

Delay and Discretion Regarding Remedies

Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates in regard to delinquent Series 2025 Special Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two (2) years. Similarly, the ability of the District to enforce collection of delinquent Series 2025 Special Assessments collected directly by the District will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2025 Special Assessments and the value of the land which is the

subject of such proceedings and which may be subject to sale. If the District should commence a foreclosure action against a landowner for nonpayment of Series 2025 Special Assessments which are not being collected pursuant to the Uniform Method and that are delinquent, such landowner may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2025 Special Assessments that are not collected pursuant to the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure of such delinquent Series 2025 Special Assessments. It is possible that the District will not have sufficient funds and will be compelled to request the Owners of the Series 2025 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amount of Series 2025 Bond proceeds that can be used for such purpose. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

The assessment of the benefits to be received by the benefited land within the District as a result of implementation and development of the Master CIP is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2025 Special Assessments associated with it. To the extent that the realizable or market value of the land benefited by the Master CIP is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to realize sufficient value from a foreclosure action, may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2025 Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2025 Bonds.

Landowner Challenge of Assessed Valuation

Under State 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 Series 2025 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2025 Special Assessment, even though the landowner is not contesting the amount of the Series 2025 Special 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 seventy-five percent (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.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2025 Special Assessments. Failure of the District to follow these procedures could result in the Series 2025 Special Assessments not being levied or potential future challenges to such levy.

Other Taxes and Assessments

The willingness and/or ability of a landowner within the District to pay the Series 2025 Special Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as the City, the County, the Duval County School District and other special districts could, without the consent of the owners of the land within the District, impose additional taxes or assessments on the property within the District. County, municipal, school and special district taxes and assessments, including the Series 2025 Special Assessments, and any additional voter-approved ad valorem taxes, are payable at the same time when collected pursuant to the Uniform Method, except for partial payment schedules as may be provided by 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, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2025 Special Assessment, would result in such landowner's Series 2025 Special Assessment to not be fully collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2025 Bonds.

As referenced herein, the Series 2025 Special Assessments are levied on lands within the District that are also subject to O&M Assessments and HOA fees. See "THE DEVELOPMENT – Fees and Assessments" herein.

Limited Secondary Market

The Series 2025 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2025 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2025 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2025 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2025 Bonds, depending on the progress of the District, existing market conditions and other factors.

Inadequacy of Series 2025 Debt Service Reserve Account

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2025 Special Assessments or a failure to collect the Series 2025 Special Assessments, but may not affect the timely payment of Debt Service on the Series 2025 Bonds because of the Series 2025 Debt Service Reserve Account established by the District for the Series 2025 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2025 Special Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2025 Special Assessments, the Series 2025 Debt Service Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2025 Bonds could be materially adversely affected. Owners should note that although the Indenture contains the Series 2025 Debt Service Reserve Requirement for the Series 2025 Debt Service Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2025 Debt Service Reserve Account to the Series 2025 Debt Service Reserve Requirement, the District does not have a designated revenue source for replenishing the Series 2025 Debt Service Reserve Account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2025 Special Assessments in order to provide for the replenishment of the Series 2025 Debt Service Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS - No Parity Bonds; Limitation on Parity Liens" herein.

Moneys on deposit in the Series 2025 Debt Service 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 available in the Series 2025 Debt Service Reserve Account to make up deficiencies or delays in collection of Series 2025 Special Assessments.

Regulatory and Environmental Risks

The District 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 District. See "THE DEVELOPMENT – Land Use/Permitting" herein.

The value of the land within the District, the ability to complete the Master CIP or develop the District, and the likelihood of timely payment of Debt Service on the Series 2025 Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. 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 of the lands within the District. 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 Matters" herein.

Economic Conditions

The development of the District may be affected by changes in general economic conditions, changes in federal economic or trade policies, fluctuations in the real estate market and other factors beyond the control of the Master Developer, the Development Manager or the District. Although the District is anticipated to be developed as described herein, there can be no assurance that such development will occur or be realized in the manner or schedule currently anticipated.

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 assurance 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 Series 2025 Bonds.

Infectious Viruses and/or Diseases

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 Master Developer, the Development Manager, the timely and successful completion of the District, 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.

Completion of Master CIP

In the event the District does not have sufficient moneys on hand to complete the Master CIP, there can be no assurance that the District will be able to raise, through the issuance of bonds or otherwise, the moneys necessary to complete the Master CIP. Pursuant to the Indenture, the District will covenant and agree that that so long as the Series 2025 Bonds are Outstanding, the District will not impose debt service Assessments for capital projects on any lands then subject to the Series 2025 Special Assessments without the written consent of the Majority Owners; provided, however, such consent shall not be required if the Series 2025 Special Assessments have been Substantially Absorbed; and provided further that the District is not precluded from imposing capital assessments (or the issuance of Bonds secured by such capital assessments) on property then subject to the Series 2025 Special Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS - No Parity Bonds; Limitation on Parity Liens" herein. The Master Developer has agreed to fund or cause to be funded the completion of the Master CIP and will enter into the Completion Agreement with the District as evidence thereof. There can be no assurance that

the Master Developer will have sufficient resources to do so. Such obligation of the Master Developer is an unsecured obligation. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS — Completion Agreement," "THE MASTER DEVELOPER AND THE DEVELOPMENT MANAGER," and "THE DEVELOPMENT" herein.

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Owners of the Series 2025 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2025 Special Assessments. Failure to complete or substantial delays in the completion of the Master CIP due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which Series 2025 Special Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2025 Special Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2025 Bonds.

District May Not be Able to Obtain Permits

In connection with a foreclosure of lien of assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed herein, the District, the Master Developer and the Development Manager will enter into the Collateral Assignment upon issuance of the Series 2025 Bonds in which the Master Developer and the Development Manager collaterally assign to the District certain of their Development and Contract Rights relating to the Master CIP. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2025 Special Assessments to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Master Developer and/or the Development Manager and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the District. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS – Collateral Assignment" herein.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2025 Special Assessments could be adversely affected 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 lands within the District unable to support the construction of the Master CIP or the development of the District. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2025 Special Assessments and pay Debt Service on the Series 2025 Bonds. The Series 2025 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rates borne by the Series 2025 Bonds are, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of

risk as investment in the Series 2025 Bonds. These higher interest rates are intended to compensate investors in the Series 2025 Bonds for the risk inherent in the purchase of the Series 2025 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2025 Special Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2025 Bonds and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2025 Special Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2025 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the Arbitrage Certificate executed by the District upon issuance of the Series 2025 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2025 Bonds become includable in gross income for federal income tax purposes, Owners of the Series 2025 Bonds will be required to pay income taxes on the interest received on such Series 2025 Bonds and related penalties. Because the interest rates on such Series 2025 Bonds will not be adequate to compensate Owners of the Series 2025 Bonds for the income taxes due on such interest, the value of the Series 2025 Bonds may decline. Prospective purchasers of the Series 2025 Bonds should evaluate whether they can own the Series 2025 Bonds in the event that the interest on the Series 2025 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.

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 paragraph, the "Audited Bonds") issued by Village Center Community Development District ("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 governmental 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 was 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 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 Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that Village Center CDD was not a "proper issuer of taxexempt 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 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 Village Center CDD.

On February 23, 2016, the IRS issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provided guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump, the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (a) impose an undue financial burden on U.S. taxpayers, (b) add undue complexity to the federal tax laws, or (c) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that the Treasury Department and the IRS believed that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that the Treasury Department and the IRS would continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future. Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Village Center CDD and the TAMs may continue to be applicable in the absence of further guidance from the IRS.

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 five (5) years of the issuance of tax-exempt bonds 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 (6) years or when there are 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, all members of the Board were elected by the landowners within the District and none were elected by qualified electors. Although it is impossible to predict whether the IRS will select the Series 2025 Bonds for audit, 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 Series 2025 Bonds are advised that, if the IRS does audit the Series 2025 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 Series 2025 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 Series 2025 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 Series 2025 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 Series 2025 Bonds would adversely affect the availability of any secondary market for the Series 2025 Bonds. Should interest on the Series 2025 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2025 Bonds be required to pay income taxes on the interest received on such Series 2025 Bonds and related penalties, but because the interest rates on such Series 2025 Bonds will not be adequate to compensate Owners of the Series 2025 Bonds for the income taxes due on such interest, the value of the Series 2025 Bonds may decline. See also "TAX MATTERS" herein.

Legislative Proposals and State Tax Reform

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 Series 2025 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2025 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2025 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2025 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2025 Bonds. There can be no assurance that any such legislation or proposal will be enacted and, if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2025 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming State 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. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2025 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 in any way impair the rights or remedies of such holders." See "AGREEMENT BY THE STATE" herein.

Loss of Exemption from Securities Registration

Since the Series 2025 Bonds have not been, and will not be, registered under the Securities Act or any state securities laws, pursuant to the exemption for political subdivisions, and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of the

Series 2025 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, Owners of the Series 2025 Bonds would need to ensure that subsequent transfers of the Series 2025 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Prepayment and Redemption Risk

The Series 2025 Bonds are subject to extraordinary mandatory redemption as a result of Prepayments of the Series 2025 Special Assessments by the Master Developer or subsequent owners of property within the District. Any such redemptions of the Series 2025 Bonds would be at the principal amount of such Series 2025 Bonds being redeemed plus accrued interest to the date of redemption. In such event, Owners of the Series 2025 Bonds may not realize their anticipated rate of return on the Series 2025 Bonds and Owners of any Premium Bonds (hereinafter defined) may receive less than the price they paid for the Series 2025 Bonds. See "DESCRIPTION OF THE SERIES 2025 BONDS – Redemption Provisions" herein.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, Bond Counsel, District Counsel, Consulting Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

No Rating or Credit Enhancement

No application for a rating or credit enhancement for the Series 2025 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2025 Bonds had application been made.

Mortgage Default and FDIC

In the event a bank forecloses on property in the District because of a default on a mortgage with respect thereto 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 Series 2025 Special Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2025 Special Assessments.

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ESTIMATED SOURCES AND USES OF BOND PROCEEDS

Sources of Funds	
Par Amount of Series 2025 Bonds	
Less/Plus Original Issue Discount/Premium	
Total Sources	
<u>Uses of Funds</u>	
Deposit to Series 2025 Acquisition and Construction Account	
Deposit to Series 2025 Debt Service Reserve Account	
Deposit to Series 2025 Costs of Issuance Subaccount ⁽¹⁾	
Underwriter's Discount	
Total Uses	

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⁽¹⁾ Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2025 Bonds.

DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled Debt Service on the Series 2025 Bonds:

Period Ending	D · · · 1	T	A 1D1+0
November 1st	Principal	Interest	Annual Debt Service
Total _			

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TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2025 Bonds in order that interest on the Series 2025 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2025 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2025 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2025 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The District has covenanted in the Indenture with respect to the Series 2025 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2025 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Code and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2025 Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2025 Bonds. Prospective purchasers of Series 2025 Bonds should be aware that the ownership of Series 2025 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2025 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2025 Bonds; (iii) the inclusion of interest on Series 2025 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2025 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2025 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2025 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2025 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND

CORPORATE BONDOWNERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDOWNERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2025 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 Series 2025 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain noncorporate owners of Series 2025 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2025 Bonds and proceeds from the sale of Series 2025 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2025 Bonds. This withholding generally applies if the owner of Series 2025 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 Series 2025 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

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 Series 2025 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2025 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2025 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2025 Bonds.

Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2025 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

On February 22, 2016, the Internal Revenue Service (the "IRS") issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provide guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. If adopted, the Proposed Regulations would have affected certain State and local governments that issue tax-exempt bonds, including community development districts such as the District. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump (the "Executive Order"), the Secretary of the Treasury (the

"Secretary") identified the Proposed Regulations among a list of eight regulations that (i) impose an undue financial burden on U.S. taxpayers, (ii) add undue complexity to the federal tax laws, or (iii) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that Treasury and the IRS believe that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that Treasury and the IRS will continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future.

Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Villages and the Villages TAM (each as defined below) may continue to be applicable in the absence of further guidance from the IRS. Bond Counsel will render its opinion regarding the exclusion from gross income of interest on the Series 2025 Bonds as described below.

On May 30, 2013, the IRS delivered to Village Center CDD, a Florida special district established under Chapter 190, Florida Statutes, a private ruling, called a technical advice memorandum (the "Villages TAM"), in connection with the examination by the IRS of bonds issued by the Village Center CDD (the "Audited Bonds"). The Villages TAM concluded that, despite having certain eminent domain powers, the Village Center CDD is not a political subdivision permitted to issue tax-exempt bonds based on a number of facts including that its governing board is elected by a small group of landowners, and that it "was organized and operated to perpetuate private control and avoid indefinitely responsibility to a public electorate, either directly or through another elected state or local governmental body."

The Villages TAM, as a private, non-precedential, ruling, binds only the IRS and the Village Center CDD, and only in connection with the Audited Bonds. Moreover, the cited legal basis for the Villages TAM is extremely limited, and, therefore, the value of the Villages TAM as guidance is also limited. Nonetheless, the breadth and force of the language used in the Villages TAM may reflect the disfavor of the IRS toward governmental entities with governing boards elected by landowners, and this position may lead the enforcement branch of the IRS to select bonds of other issuers with landowner-controlled boards for examination.

In July 2016, the IRS closed the examination of the Audited Bonds with no change to their tax-exempt status. Although the audit was closed with no adverse impact on the Audited Bonds, the IRS's motivations and rationale for closing the examination are unknown. The Village Center CDD refunded the Audited Bonds with taxable bonds in 2014.

Like the board of the Village Center CDD, the Board of Supervisors of the District is necessarily elected by the landowners in the District since there are not yet enough qualified electors residing in the District to transition the Board of Supervisors to a resident-elected Board of Supervisors. The Act, which contains the uniform statutory charter for all community development districts and by which the District is governed, delegates to the District certain traditional sovereign powers including, but not limited to, eminent domain, ad valorem taxation and regulatory authority over rates, fees and charges for district facilities. On the basis of the Act and certain representations by the District forming a part of the District's tax certificate as to its reasonable expectations of transition to a resident-elected Board of Supervisors, it does not appear from the facts and circumstances that the District was organized to avoid indefinitely responsibility to a public electorate. On the basis

of the foregoing and other factors, Bond Counsel has concluded that under current law the District is a political subdivision for purposes of Section 103 of the Code, notwithstanding that its Board of Supervisors is temporarily elected by landowners. Bond counsel intends to deliver its unqualified approving opinion in the form attached hereto as "APPENDIX D – FORM OF OPINION OF BOND COUNSEL."

The release of the Villages TAM may cause an increased risk of examination of the Series 2025 Bonds. Owners of the Series 2025 Bonds are advised that if the IRS does audit the Series 2025 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 Series 2025 Bonds may have limited rights to participate in such procedure. The Indenture does not provide for any adjustment to the interest rates borne by the Series 2025 Bonds in the event of a change in the tax-exempt status of the Series 2025 Bonds. The commencement of an audit or an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2025 Bonds could adversely impact both liquidity and pricing of the Series 2025 Bonds in the secondary market.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2025 Bonds $_$ 1, 20 $_$ through and including $_$ 1, 20 (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. 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, 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. Bondowners 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 Bond.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2025 Bonds maturing on ______ (collectively, the "Premium Bonds"), and the initial offering price to the public, (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity, and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the

Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

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. The District has not previously issued any bonds or other indebtedness and the District is not and has not ever been in default as to principal and interest on any bonds or other debt obligations.

VALIDATION

The Series 2025 Bonds are a portion of the Bonds that were validated by a Final Judgment of the Circuit Court for Duval County, Florida, entered on April 17, 2025 (the "Final Validation Judgment"). It will be a condition to closing on the Series 2025 Bonds that the thirty (30) day appeal period with respect to such Final Validation Judgment has expired with no appeal having been filed prior to the issuance of the Series 2025 Bonds.

LITIGATION

District

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2025 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization nor existence of the District, nor the title of the present members of the Board has been challenged.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In the opinion of District Counsel, there are no actions presently pending or threatened, the adverse outcome of which would have a material adverse effect on the availability of the Pledged Revenues or the ability of the District to pay the Series 2025 Bonds from the Pledged Revenues.

Master Developer

In connection with the issuance of the Series 2025 Bonds, the Master Developer will represent to the District that there is no litigation of any nature now pending or, to the

knowledge of the Master Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Master Developer to complete the development of the District as described herein or materially and adversely affect the ability of the Master Developer to perform its various obligations described in this Limited Offering Memorandum.

Development Manager

In connection with the issuance of the Series 2025 Bonds, the Development Manager will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Development Manager, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Development Manager to complete the development of the District as described herein or materially and adversely affect the ability of the Development Manager to perform its various obligations described in this Limited Offering Memorandum.

CONTINUING DISCLOSURE

General

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the SEC (the "Rule"), the District, the Master Developer and Governmental Management Services, LLC, as dissemination agent (the "Dissemination Agent"), will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District and the Master Developer have each covenanted for the benefit of the Owners of the Series 2025 Bonds to provide to the Dissemination Agent certain financial information and operating data relating to the District, the Development and the Series 2025 Bonds (the "Reports"), and to provide notices of the occurrence of certain enumerated material events. Such covenants by the District and the Master Developer shall only apply so long as the Series 2025 Bonds remain Outstanding under the Indenture or so long as the District or the Master Developer remains an "obligated person" pursuant to the Rule.

The Reports will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed at the time of issuance of the Series 2025 Bonds. With respect to the Series 2025 Bonds, no parties other than the District and the Master Developer are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the Rule. The foregoing covenants have been made in order to assist the Underwriter in complying with the Rule.

District Continuing Compliance

Since this is the first bond issuance of the District, the District has not previously entered into any continuing disclosure undertakings as an obligated person during the past five (5) years.

Master Developer Continuing Compliance

The Master Developer has not previously entered into any continuing disclosure undertakings as an obligated person during the past five (5) years. [CONFIRM]

UNDERWRITING

The Underwriter intends to offer the Series 2025 Bonds at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2025 Bonds to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2025 Bonds 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 shall be and constitute security which 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.

LEGAL MATTERS

The Series 2025 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2025 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 Master Developer and the Development Manager by their counsel, Gunster, Yoakley & Stewart, P.A., Jacksonville, Florida, for the Trustee by its inhouse counsel, and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions 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 opinions are not a guarantee of a particular result, and are not binding on the 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.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2025 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect the 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 or other obligations and that it will not in any way impair the rights or remedies of such holders.

FINANCIAL INFORMATION

To date, the District has not met the requirements necessary under State law to prepare audited financial statements. However, the District has covenanted in the form of Disclosure Agreement set forth in APPENDIX E attached hereto to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District Fiscal Year ending September 30, 2025. The Series 2025 Bonds are not general obligation bonds of the District and are payable solely from the Pledged Revenues. See "CONTINUING DISCLOSURE" herein.

EXPERTS AND CONSULTANTS

The references herein to England, Thims & Miller, Inc., as Consulting Engineer, have been approved by said firm. The Engineer's Report prepared by such firm has been included as APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Report do not purport to be adequate summaries of the CIP or complete in all respects. Such Engineer's Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Governmental Management Services, LLC, as Assessment Consultant, have been approved by said firm. The Assessment Report prepared by such firm has been included as composite APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Report do not purport to be adequate summaries of such Assessment Report or complete in all respects. Such Assessment Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee with respect to the authorization, sale, execution and delivery of the Series 2025 Bonds. Except for the payment of certain fees to District Counsel and the Assessment Consultant, the payment of the fees of the other professionals retained by the District is each contingent upon the issuance of the Series 2025 Bonds.

NO RATING OR CREDIT ENHANCEMENT

No application for a rating or credit enhancement for the Series 2025 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2025 Bonds had application been made.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2025 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility 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 expression of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District, the Master Developer, the Development Manager, or the Development from the date hereof. However, certain parties to the transaction will, on the closing date of the Series 2025 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2025 Bonds that there has been no material adverse change in the information provided.

This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all foregoing statements.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

By:		
Name:	Maurice Rudolph	
Its:	Chair	

APPENDIX A ENGINEER'S REPORT

APPENDIX B ASSESSMENT REPORT

APPENDIX C

FORMS OF MASTER INDENTURE AND SUPPLEMENTAL INDENTURE

$\label{eq:APPENDIXD} \textbf{APPENDIX D}$ FORM OF OPINION OF BOND COUNSEL

APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT

4.

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE **AGREEMENT** "Disclosure (the Agreement") dated as of [Closing Date], is executed and delivered by COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT (the "District"), EVRDEV, LLC, a Florida limited liability company (the "Master Developer"), and GOVERNMENTAL MANAGEMENT SERVICES, LLC (the "Dissemination Agent") in connection with the issuance by the District of its \$[Bond Amount] Special Assessment Revenue Bonds, Series 2025 (the "Bonds"). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of June 1, 2025, as supplemented by a First Supplemental Trust Indenture, dated as of June 1, 2025 (together, the "Indenture"), each between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The District, the Master Developer and the Dissemination Agent covenant and agree as follows:

2. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District, the Master Developer and the Dissemination Agent for the benefit of the Beneficial Owners (hereinafter defined) of the Bonds, from time to time, and to assist the Participating Underwriter (hereinafter defined) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The District, the Master Developer and the Dissemination Agent have 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 or a governmental regulatory agency that the Rule requires the District, the Master Developer or the Dissemination Agent (as the case may be) to provide additional information, the District, the Master Developer and the Dissemination Agent, as applicable, 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 District, 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 District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. <u>Definitions</u>. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Filing Date" shall mean the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the Repository.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 3(a) hereof.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" shall mean the financial statements (if any) of the District for the applicable 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)(B) of the Rule and specified in Section 3(a) hereof.

"Audited Financial Statements Filing Date" shall mean the date under State law by which a unit of local government must file its Audited Financial Statements with the State, which as of the date hereof is nine (9) months after the end of the Fiscal Year of such unit of local government, including the District.

"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 Bond for federal income tax purposes.

"Business Day" shall mean a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent 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.

"Development" shall have the meaning ascribed to such term in the Limited Offering Memorandum.

"Disclosure Representative" shall mean (a) as to the District, the District Manager or its designee, or such other person as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent, (b) as to the Master Developer, the individual(s) executing this Disclosure Agreement on behalf of the Master Developer or such person(s) as the Master Developer shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent, and (c) as to any Obligated Person other than the Master Developer, such person(s) as the Obligated Person shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the District or an entity appointed by the District to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District pursuant to Section 10 hereof. Governmental Management Services, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean the person or entity serving as District Manager from time to time. As of the date hereof, Governmental Management Services, LLC is the District Manager.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an 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 Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean (a) a debt obligation, (b) a 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) a guarantee of either (a) or (b). The term Financial Obligation does 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 fiscal year of the District, which is 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 the Limited Offering Memorandum dated [BPA Date], prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7(a) hereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"MSRB Website" shall mean www.emma.msrb.org.

"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 twenty percent (20%) or more of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the District and the Master Developer.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Filing Date" shall mean the dates set forth in Section 6(a) hereof by which Quarterly Reports are required to be filed with the Repository.

"Quarterly Report" shall mean any Quarterly Report provided by the Master Developer or any Obligated Person, its successors or assigns pursuant to, and as described in, Sections 5 and 6 hereof.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at www.sec.gov/municipal/nrmsir. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through the MSRB Website.

"State" shall mean the State of Florida.

3. <u>Content of Annual Reports.</u>

- (a) The Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:
 - (i) the amount of Assessments levied for the most recent prior Fiscal Year;
 - (ii) the amount of Assessments collected from property owners during the most recent prior Fiscal Year;
 - (iii) if available, the amount of delinquencies greater than 150 calendar days and, in the event that delinquencies amount to more than ten percent (10%) of the amount of Assessments due in any year, a list of delinquent property owners;
 - (iv) if available, the amount of tax certificates sold for lands within the District subject to the Assessments, if any, and the balance, if any, remaining for sale from the most recent prior Fiscal Year;
 - (v) the balances in all Funds and Accounts for the Bonds. Upon request, the District shall provide any Owners and the Dissemination Agent with this information more frequently than annually and, in such cases, within thirty (30) calendar days of the date of any written request from the Owners or the Dissemination Agent;
 - (vi) the total amount of Bonds Outstanding;
 - (vii) the amount of principal and interest due on the Bonds in the current Fiscal Year;
 - (viii) the most recent Audited Financial Statements of the District, unless such Audited Financial Statements have not yet been prepared, in which case unaudited financial statements shall be included in a format similar to the Audited Financial Statements; and
 - (ix) any amendment or waiver of the provisions hereof as described in Section 11 hereof.
- (b) 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. Any or all of the items listed above may be incorporated by specific reference to documents available to the public on the MSRB Website or filed with the SEC, including offering documents of debt issues of the District or related public entities, which have been submitted to the Repository. The District shall clearly identify any document incorporated by reference.

- (c) The District and the Disclosure Representative of the District represent and warrant that they will supply, in a timely fashion, any information available to the District or the Disclosure Representative of the District and 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 acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Disclosure Representative of the District 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, the Disclosure Representative of the District or others as thereafter disseminated by the Dissemination Agent.
- (d) 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.

4. <u>Provision of Annual Reports</u>.

- (a) Subject to the following sentence, the District shall provide the Annual Report to the Dissemination Agent no later than March 30th after the close of the Fiscal Year (the "Annual Filing Date"), commencing with the Fiscal Year ending September 30, 2025, in an electronic format as prescribed by the Repository. 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 3(a) hereof; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the Audited Financial Statements Filing Date, if they are not available by the Annual Filing Date. If the Audited Financial Statements are not available at the time of the filing of the Annual Report, unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements. If the District's Fiscal Year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 7(a). The Dissemination Agent shall immediately file the Annual Report or Audited Financial Statements, as applicable, upon receipt from the District with each Repository.
- (b) If on the fifteenth (15th) calendar day prior to each Annual Filing Date and/or Audited Financial Statements Filing Date, 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 of the District by telephone and in writing (which may be by e-mail) to remind the District of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative of the District shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or Audited Financial Statements, as applicable, in accordance with Section 4(a) above, or (ii) instruct the

Dissemination Agent in writing that the District will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the time required under this Disclosure Agreement, state the date by which the Annual Report or Audited Financial Statements, as applicable, for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(xv) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

- (i) determine each year prior to the date for providing the Annual Report or Audited Financial Statements, as applicable, the name, address and filing requirements of any Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District certifying that the Annual Report or Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

5. Content of Quarterly Reports.

- (a) Each Quarterly Report shall contain the following information with respect to the lands owned by the Master Developer in the Development if such information is not otherwise provided pursuant to subsection (b) of this Section 5:
 - (i) a description and status of the infrastructure improvements in the District that have been completed and that are currently under construction, including infrastructure financed by the Bonds;
 - (ii) the number of assessable residential units planned on property subject to the Assessments;
 - (iii) the number of lots closed with builders subject to the Assessments;
 - (iv) the number of residential units closed with end users subject to the Assessments:
 - (v) the number of residential units under contract with end users subject to the Assessments;
 - (vi) the estimated date of complete build-out of residential units subject to the Assessments;
 - (vii) whether the Master Developer has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;
 - (viii) the status of development approvals for the Development that would affect property subject to the Assessments;

- (ix) materially adverse changes or determinations to permits or approvals for the Development which necessitate changes to the Master Developer's land-use or other plans for the Development that would affect property subject to the Assessments:
- (x) updated plan of finance for the Development (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Master Developer or an affiliate, additional mortgage debt, etc.) that would affect property subject to the Assessments;
- (xi) any event that has a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Master Developer's ability to undertake the Development as described in the Limited Offering Memorandum that would affect property subject to the Assessments; and
- (xii) any amendment or waiver of the provisions hereof as described in Section 11 hereof.
- (b) Any of the items listed in subsection (a) above may be incorporated by reference from other documents which are available to the public on the MSRB Website or filed with the SEC. The Master Developer shall clearly identify each such other document so incorporated by reference.
- (c) The Master Developer and the Disclosure Representative of the Master Developer each represent and warrant 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 Master Developer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Master Developer, the Disclosure Representative of the Master Developer 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 Master Developer, the Disclosure Representative of the Master Developer or others as thereafter disseminated by the Dissemination Agent.
- (d) If the Master Developer sells, assigns or otherwise transfers ownership of real property in the Development subject to the Assessments to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Master Developer hereby agrees to require such third party to assume the disclosure obligations of the Master Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Master Developer involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term "Master Developer" shall be deemed to include each of the Master Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Master Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Master Developer from its obligations hereunder.

6. <u>Provision of Quarterly Reports.</u>

- (a) The Master Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall provide a Quarterly Report to the Dissemination Agent no later than January 31 (for each calendar quarter ending December 31), April 30 (for each calendar quarter ending March 31), July 31 (for each calendar quarter ending June 30), and October 31 (for each calendar quarter ending September 30) after the end of each calendar quarter, commencing October 31, 2025, for the calendar quarter ending September 30, 2025; provided, however, that so long as the Master Developer is a reporting company, such dates shall be extended to the date of filing of its respective 10-K or 10-Q, if later, as the case may be (each, a "Quarterly Filing Date"). At such time as the Master Developer is no longer an Obligated Person, the Master Developer will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement. The Dissemination Agent shall immediately file the Quarterly Report upon receipt from the Master Developer with each Repository.
- If on the seventh (7th) calendar day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Disclosure Representative of the Master Developer by telephone and in writing (which may be by e-mail) to remind the Master Developer of its undertaking to provide the Quarterly Report pursuant to Section 6(a) above. Upon such reminder, the Disclosure Representative of the Master Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Master Developer will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Quarterly Report will be provided. If the Dissemination Agent has not received a Quarterly Report that contains the information in Section 5 of this Disclosure Agreement by the Quarterly Filing Date, a Listed Event described in Section 7(a)(xv) shall have occurred and the District and the Master Developer hereby direct the Dissemination Agent to immediately send a notice to each Repository in electronic format as required by such Repository, no later than the following Business Day in substantially the form attached as Exhibit A hereto, with a copy to the District.

(c) The Dissemination Agent shall:

- (i) determine prior to each Quarterly Filing Date the name, address and filing requirements of each Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Master Developer and the District certifying that the Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

7. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 7, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds and the Master Developer shall give, or cause to be given, notice of the occurrence of items (x), (xii), (xiii), (xv), (xvi), (xvii) and (xviii) of the following 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 the occurrence of the event, with the exception of the event described in item (xv) below, which notice shall be given in a timely manner:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves 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 the holders of the Bonds, 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) ratings changes[†];
 - (xii) an Event of Bankruptcy or similar event of an Obligated Person;
- (xiii) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an 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 a trustee, if material;
- (xv) notice of any failure on the part of the District to meet the requirements of Sections 3 and 4 hereof or of the Master Developer to meet the requirements of Sections 5 and 6 hereof;

^{*} There is no credit enhancement for the Bonds as of the date hereof.

[†] The Bonds are not rated as of the date hereof.

- (xvi) termination of the District's or the Master Developer's obligations under this Disclosure Agreement prior to the final maturity of the Bonds, pursuant to Section 9 hereof;
- (xvii) incurrence of a Financial Obligation of the District 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 District or Obligated Person, any of which affect security holders, if material;
- (xviii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or Obligated Person, any of which reflect financial difficulties;
- (xix) occurrence of an Event of Default under the Indenture (other than as described in clause (i) above);
- (xx) any amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Bonds; and
- (xxi) any amendment to the accounting principles to be followed by the District in preparing its financial statements, as required by Section 11 hereof.
- (b) The notice required to be given in Section 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.
- **8.** <u>Identifying Information</u>. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:
 - (a) the category of information being provided;
- (b) the period covered by any Annual Financial Information, financial statement or other financial information or operating data;
- (c) the issues or specific securities to which such documents are related (including CUSIP numbers, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
 - (d) the name of any Obligated Person other than the District;
 - (e) the name and date of the document being submitted; and
 - (f) contact information for the submitter.
- 9. <u>Termination of Disclosure Agreement</u>. The District's obligations hereunder shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the District for payment of the Bonds, or if the Rule is repealed or no longer in effect. The Master Developer's obligations hereunder shall terminate at the earlier of the legal defeasance, prior redemption or payment

in full of all of the Bonds, or at such time as the Master Developer is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Bonds, the District and/or the Master Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

- 10. **Dissemination Agent.** The District will either serve as the Dissemination Agent or appoint one under this Disclosure Agreement. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the District or the Dissemination Agent, the District agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of the Dissemination Agent under this Disclosure Agreement for the benefit of the Owners 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. Notwithstanding any replacement or appointment of a successor, the District shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. 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 written notice to the District and the Master Developer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District or the Master Developer pursuant to this Disclosure Agreement.
- **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Agreement, the District, the Master Developer and the Dissemination Agent (if the Dissemination Agent is not the District) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:
- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a), 6 or 7, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the District and/or the Master Developer, or the type of business conducted;
- (b) the Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of counsel expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the District, the Master Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time without any other conditions.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District and/or the Master Developer shall describe such amendment in its next Annual Report or Quarterly Report, as applicable, and 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 District or the Master Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed by the District in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(a), and (ii) the Annual Report or Audited Financial Statements, as applicable, 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.

- 12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District or the Master Developer 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, Quarterly Report, or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Agreement. If the District or the Master Developer chooses to include any information in any Annual Report, Quarterly Report, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District or the Master Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report, or notice of occurrence of a Listed Event.
- 13. <u>Default</u>. In the event of a failure of the District, an Obligated Person, a Disclosure Representative, or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Participating Underwriter or the Beneficial Owners of more than fifty percent (50%) 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 mandate or specific performance by court order, to cause the District, an Obligated Person, a Disclosure Representative, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. 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 District, an Obligated Person, a Disclosure Representative, or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.
- 14. <u>Duties of Dissemination Agent</u>. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format. Anything herein to the contrary notwithstanding, in the event that a Disclosure Representative and the Dissemination Agent are the same party, such party's limited duties in their capacity as Dissemination Agent, as described hereinabove, shall not in any way relieve or limit such party's duties in their capacity as Disclosure Representative under this Disclosure Agreement.

12

- 15. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the District, the Master Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Bonds (the Trustee, the Participating Underwriter and Beneficial 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.
- 16. <u>Counterparts</u>. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 17. <u>Governing Law</u>. This Disclosure Agreement shall be governed by the laws of the State and federal law.
- 18. <u>Trustee Cooperation</u>. The District represents that the Dissemination Agent is a bona fide agent of the District and directs the Trustee to deliver to the Dissemination Agent, at the expense of the District, any information or reports it requests that the District has a right to request from the Trustee (inclusive of balances, payments, etc.) that are in the possession of and readily available to the Trustee.
- 19. <u>Binding Effect</u>. 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 Master Developer 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.
- **20.** <u>Undertakings</u>. The Master Developer represents that it has instituted internal processes to provide information to the Dissemination Agent on a timely basis and obtained assurances from the Dissemination Agent that they will in turn request the required reporting information timely and file such information timely with the appropriate Repository.

[Remainder of Page Intentionally Left Blank]

SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT (Coastal Ridge Community Development District)

IN WITNESS WHEREOF, the undersigned have executed this Disclosure Agreement as of the date and year set forth above.

Consented and Agreed to by: GOVERNMENTAL MANAGEMENT SERVICES, LLC, and its successors and assigns, as Disclosure Representative	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT
By: Name: Title:	By:Chair, Board of Supervisors
Joined by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee for purposes of Sections 13, 15 and 18 only	GOVERNMENTAL MANAGEMENT SERVICES, LLC, as initial Dissemination Agent
By: Name: Title:	By: Name: Title:
EVRDEV, LLC, a Florida limited liability company, as Master Developer	
By:	
Name:	
Title:	

EXHIBIT A TO CONTINUING DISCLOSURE AGREEMENT (Coastal Ridge Community Development District)

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT/QUARTERLY REPORT/ AUDITED FINANCIAL STATEMENTS

Name of District:	Coastal Ridge Community Development District (the "District")
Obligated Person(s):	Coastal Ridge Community Development District EVRDEV, LLC (the "Master Developer")
Name of Bond Issue:	\$[Bond Amount] Special Assessment Revenue Bonds, Series 2025 (the "Bonds")
Date of Issuance:	[Closing Date]
CUSIPS:	[]
provided [an Annual Reports of the above-named Disclosure Agreement date the Dissemination Agent nundersigned that it anticipates.	EBY GIVEN that the [District] [Master Developer] has not ort] [Audited Financial Statements] [a Quarterly Report] with d Bonds as required by [Section 4] [Section 6] of the Continuing ed [Closing Date], among the District, the Master Developer and amed therein. The [District] [Master Developer] has advised the pates that the [Annual Report] [Audited Financial Statements] filed by, 20
Dated:	, Dissemination Agent
cc: [District] [Master Devel Participating Underwri	



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

Katie S. Buchanan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

AGREEMENT BY AND BETWEEN THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT AND EVRDEV, LLC, REGARDING THE TRUE-UP AND PAYMENT OF 2025 ASSESSMENTS

THIS AGREEMENT is made and entered into as of this _____ day of ______, 2025, by and between:

Coastal Ridge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Jacksonville, Duval County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

EvrDev, LLC, a Florida limited liability company, and the owner and developer of lands within the District, with a mailing address of 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (together with its successors and assigns, the "**Landowner**").

RECITALS

WHEREAS, the Coastal Ridge Community Development District was established by Ordinance No. 2025-23-E adopted by the Council of the City of Jacksonville, Florida which became effective on February 28, 2025 ("Ordinance") for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes* ("Act"); and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure, including, but not limited to, roadway, stormwater management, water, sewer and reuse water improvements, and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner of certain lands in the City of Jacksonville and Duval County, Florida ("County"), located within the boundaries of the District and generally identified as the EverRange development, as further described in the attached Exhibit A ("2025 Assessment Area") and hereinafter, such lands shall be described as the "2025 Assessment Area Lands"; and

WHEREAS, a Final Judgment was issued on April 17, 2025, validating the authority of the District to issue up to \$648,665,000 in aggregate principal amount of Coastal Ridge Community Development District Special Assessment Revenue Bonds, to be issued in one or more series ("Bonds"), to finance the design, acquisition, construction and installation of community development facilities, services, and improvements within and without the boundaries of the District as authorized by the Act and the Ordinance ("Capital Improvement Plan"); and

WHEREAS, the District's Board of Supervisors previously adopted a *Master Special Assessment Methodology Report*, dated March 3, 2025, as supplemented by the *Supplemental Special Assessment Methodology Report*, dated _______, 2025 (together, the "Assessment Report") and an Engineer's Report, as defined herein; and

WHEREAS, the District intends to issue \$______ of Coastal Ridge Community Development District (Duval County, Florida) Special Assessment Bonds, Series 2025 ("Series

2025 Bonds") for the purpose of financing a portion of the 2025 Project (defined herein); and

WHEREAS, the District has adopted a Capital Improvement Plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within the 2025 Assessment Area, as detailed in the *Improvement Plan*, dated February 21, 2025 ("Master Engineer's Report"), as supplemented by the *Supplemental Engineer's Report Series 2025 Bonds*, dated ________, 2025 ("Supplemental Report") and together with the Master Engineer's Report, the "Engineer's Report" and the project described in the Supplemental Report, the "2025 Project"); and

WHEREAS, Landowner agrees that all developable lands within the 2025 Assessment Area, including all Landowner property, benefit from the timely design, construction, or acquisition of the improvements that make up the Series 2025 Project; and

WHEREAS, Landowner agrees that the 2025 Assessments which were imposed on the 2025 Assessment Area Lands have been validly imposed and constitute valid, legal and binding liens upon the 2025 Assessment Area, which 2025 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice, publication or in the proceedings to levy, impose and collect the 2025 Assessments on the 2025 Assessment Area Lands; and

WHEREAS, the Assessment Report provides that as 2025 Assessment Area Lands are platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon 2025 Assessment Area Lands would be calculated based upon certain density assumptions relating to the number of each type of residential units to be constructed on 2025 Assessment Area Lands, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that 2025 Assessment Area Lands will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less (or more) than the densities assumed in the Assessment Report; and

WHEREAS, the Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make or cause to be made the True-Up Payment related to the 2025 Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been legally and duly adopted by the District. Landowner further agrees that the 2025 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2025 Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all 2025 Assessments collected by mailed notice of the District, said unpaid 2025 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with 2025 Assessment Area Lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. Assumptions as to the 2025 Assessments. As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of ______ will be developed in ______, as more specifically described in the Assessment Report, all of which are contained within the 2025 Assessment Area Lands, and that the Series 2025 Assessments are expected to be absorbed by the ______ (together, the "Anticipated Lots").
- B. *Process for Reallocation of Assessments*. The 2025 Assessments will initially be levied on unplatted acreage in the 2025 Assessment Area Lands and will be reallocated as lands are platted ("**Reallocation**"). In connection with such platting of acreage, the 2025 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the 2025 Assessments to the residential product types being platted and any remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District's Improvement Lien Book.
 - (i) Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District's review of the plats shall be limited solely to the Reallocation of 2025 Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.
 - (ii) The purpose of the True-Up calculation is to ensure that the Series 2025 Bond debt will be able to be assigned to at least the Anticipated Lots within the 2025 Assessment Area. Thus, at the time of platting of any portion of 2025 Assessment Area, or any re-platting thereof, there must be at least the number of Anticipated Lots in the 2025 Assessment Area on which to assign the bond debt. If not, subject to (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in 2025 Assessment Area as in the par amount per platted lot as set forth in the Assessment Report.
 - (iii) The True-Up calculation shall be performed at the time 2025 Assessment Area is platted.
 - (iv) If at the time the True-Up calculation is performed, it is determined that less than the Anticipated Lots are to be platted within the 2025 Assessment Area, a True-Up Payment shall become due and payable by Landowner. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular installment payable for the 2025 Assessment Area Lands owned by Landowner. The District will take

all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the 2025 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the 2025 Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

The foregoing is based on the District's understanding with Landowner that (v) Landowner will plat or cause to be platted at least the Anticipated Lots within the 2025 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or fewer than the anticipated residential dwelling units from being platted. In the event Landowner plats fewer than the Anticipated Lots within the 2025 Assessment Area, the Landowner may either make a True-Up Payment or leave unassigned 2025 Special Assessments on un-platted lands within the 2025 Assessment Area provided the maximum debt allocation per acre as set forth in the Assessment Resolution and Assessment Report is not exceeded. In no event shall the District collect 2025 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2025 Project, including all costs of financing and interest. The District, however, may collect 2025 Assessments in excess of the annual debt service related to the Series 2025 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2025 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in 2025 Assessments collected in excess of the District's total debt service obligation for the Series 2025 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of 2025 Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

A. Agreement Runs with Land – This Agreement shall constitute a covenant running with title to the 2025 Assessment Area Lands, binding upon Landowner and its successors and assigns as to the 2025 Assessment Area Lands or portions thereof, and any transferee of any portion of the 2025 Assessment Area Lands as set forth in this Section, except as permitted by subsection B., below, or subject to the conditions set forth in subsection C., below.

- B. *Exceptions* Landowner shall not transfer any portion of the 2025 Assessment Area Lands to any third-party without complying with the terms of subsection c. below, other than:
 - (i) Platted and fully developed lots to homebuilders restricted from re-platting;
 - (ii) Platted and fully developed lots to end users; and
 - (iii) Portions of the 2025 Assessment Area Lands which are exempt from assessments to the County, the District, a homeowners' or property owners' association, a public utility or other governmental agencies.

Any transfer of any portion of the 2025 Assessment Area Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of the 2025 Assessment Area Lands from the scope and effect of this Agreement, provided however, that any True-Up Payment owing is paid prior to such transfer.

C. Transfer Conditions - Landowner shall not transfer any portion of the 2025 Assessment Area Lands to any third-party, except as permitted by subsection b. above, without satisfying the following condition ("Transfer Condition"): delivering a recorded copy of this Agreement to such third-party and satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the 2025 Assessment Area Lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner's obligations in accordance herewith shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of the 2025 Assessment Area Lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection b. above, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs

incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A.	If to the District:	Coastal Ridge Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
В.	If to the Landowner:	EvrDev, LLC 4310 Pablo Oaks Court Jacksonville, Florida 32224 Attn:
	With a copy to:	

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

- **SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties.
- **SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties, or until the earlier of the date on which the 2025 Special Assessments are fully allocated to platted units. In any event, this Agreement shall be deemed terminated automatically as to any lot sold to an end-user. This Agreement shall also be deemed terminated automatically on the 2025 Assessment Area Lands or portion of the 2025 Assessment Area Lands reflected in a Release of Lien as recorded by the District, so long as conditions for such recorded release are met and are consistent with the terms of this Agreement.
- **SECTION 11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.
- **SECTION 12. BENEFICIARIES.** Except as provided herein, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Except as provided herein, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.
- **SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- **SECTION 14. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Duval County, Florida.
- **SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 16. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[signatures contained on following page]

[SIGNATURE PAGE: TRUE-UP AGREEMENT]

IN WITNESS WHEREOF, Landowner has caused this True Up Agreement to be executed below as of the date first-above written, by its duly authorized representative.

WITNESSES:	"Landowner"	
	EVRDEV, LLC a Delaware limited liability company	
Name:Address:	Title:	
Name:Address:		
STATE OF FLORIDA COUNTY OF		
or \square online notarization, this	cknowledged before me by means of \square physical presence day of, 2025, by, as \square C, on its behalf. S/He [] is personally known to me or	
[] produced		
[Notary Stamp]		
	Notary Public State of Florida	

[SIGNATURE PAGE: TRUE-UP AGREEMENT]

IN WITNESS WHEREOF, the District has caused this True Up Agreement to be executed below as of the date first-above written, by its duly authorized representative.

WITNESSES:	"DISTRICT"
	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT, a special- purpose unit of local government organized and existing under Chapter 190, Florida Statutes
	Ву:
Name:	By: Maurice Rudolph
Address:	
Name:Address:	
STATE OF FLORIDA COUNTY OF	
or □ online notarization, this day of	ledged before me by means of □ physical presence, 2025, by Maurice Rudolph, as Chairman ent District, on its behalf. He [] is personally as identification.
[Notary Stamp]	
Notary F	Public, State of Florida

Exhibit A: Description of 2025 Assessment Area

Exhibit A

Description of 2025 Assessment Area



AGREEMENT BETWEEN THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT AND EVRDEV, LLC REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located entirely within the City of Jacksonville, Duval County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

EVRDEV, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, with a mailing address of 4310 Pablo Oaks Court, Jacksonville, Florida 32224 ("Developer" and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain stormwater, wastewater and potable water improvements; and,

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

WHEREAS, the District has adopted an engineer's report for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities serving the Development ("Project Improvements") as described in that certain *Improvement Plan for the Coastal Ridge Community Development District* dated February 21, 2025 ("Engineer's Report"), attached hereto as **Exhibit A**; and,

WHEREAS, the District has imposed special assessments on the property within the District to secure financing for the planning, design, permitting, construction and/or acquisition of the Project Improvements described in **Exhibit A**; and,

WHEREAS, the District intends to finance a portion of the Project Improvements through the use of proceeds from the sale of its Special Assessment Revenue Bonds, Series 2025 ("Bonds") and,

WHEREAS, in order to ensure that the Project Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer will make provision for any additional funds that may be needed in the future for the completion of the Project

Improvements including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs to the extent such costs are not funded from the Bonds or debt subsequently issued by the District for the Project Improvements.

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

- 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- 2. **COMPLETION OF PROJECT IMPROVEMENTS.** The Developer and District agree and acknowledge that the District's proposed Bonds may provide only a portion of the funds necessary to complete the Project Improvements. In the event that the cost of the Project Improvements is such that the construction funds available from the Bonds and any debt subsequently issued by the District to fund the Project Improvements are insufficient to complete the Project Improvements, which determination shall be in the sole and exclusive discretion of the District, the Developer hereby agrees to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Project Improvements which remain unfunded, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs ("Remaining Project Improvements") whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer to the District, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional notes, bonds or indebtedness to provide funds for any portion of the Remaining Project Improvements nor shall this Agreement preclude the District from issuing such additional debt. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project Improvements not funded by District notes, bonds or other indebtedness.
 - (a) When all or any portion of the Remaining Project Improvements is the subject of an existing District contract, the Developer shall provide funds directly to the District in an amount sufficient to complete the Remaining Project Improvements pursuant to such contract, including change orders thereto.
 - (b) When any portion of the Remaining Project Improvements is <u>not</u> the subject of an existing District contract, the Developer may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Project Improvements, subject to a formal determination by the District that the option selected by the Developer will not adversely impact the District, and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

- (a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Project Improvements may change from that described in **Exhibit A**, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project Improvements shall be made by a written amendment to this Agreement to modify **Exhibit A**, which shall include an estimate of the cost of the changes.
- (b) The District and Developer agree and acknowledge that for any and all portions of the Remaining Project Improvements which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in **Exhibit A** or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Developer and the District.
- **4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- **5. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.
- **6. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- **7. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:
 - (a) If to Developer: EVRDEV, LLC 4310 Pablo Oaks Court Jacksonville, Florida 32224 Attn: Chris Pilinko

(b) If to District: Coastal Ridge Community

Development District

475 West Town Place Suite 114 St. Augustine, Florida 32092

Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: Katie S. Buchanan

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

- **8. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
- 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the trustee for the Bonds ("Trustee"), on behalf of the 2025 Bond holders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and acting at the direction of and on behalf of the then bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding, shall be entitled to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

- **10. ASSIGNMENT.** No party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld; provided, however, the Developer may assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Project without obtaining the prior written consent of the District.
- 11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Duval County, Florida.
- 12. ENFORCEMENT. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.
- 13. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.
- 14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.
- 15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **16. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.
- 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Maurice Rudolph, Chairman
Attest:	EVRDEV, LLC, a Florida limited liability company By: SPHBC, Inc., its Managing Member
Witness:	By:Title:

Exhibit A: Engineer's Report

Exhibit A Engineer's Report



This instrument was prepared by:

Katie S. Buchanan Kutak Rock LLP 107 W. College Ave. Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT AGREEMENT ("**Agreement**") is made and entered into, by and between:

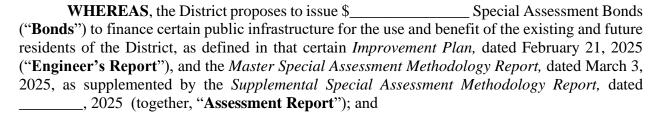
COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

EVRDEV, LLC, a Florida limited liability company and the owner and developer of certain lands within the boundary of the District, whose mailing address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 ("**Developer**").

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and



WHEREAS, the security for the repayment of the Bonds is the special assessments ("Assessments") levied against benefitted lands within the Assessment Area ("**Property**"), the legal description of which is attached hereto as **Exhibit A**; and

WHEREAS, "**Development Completion**" will occur when the District's Project is complete, all Lots have been platted and developed, and all other infrastructure work necessary to support the Lots has been completed; and

- **WHEREAS**, prior to Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessments securing the Bonds; and
- **WHEREAS**, in the event of default in the payment of the Assessments, the District has certain remedies namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida's uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, "**Remedial Rights**"); and
- **WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) for the development of the community to be completed; and
- **WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.
- **NOW, THEREFORE,** in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:
- 1. **COLLATERAL ASSIGNMENT.** *Development Rights.* The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer's development rights relating to development of the Property and/or the Project (herein, collectively, "**Development Rights**"), as security for the Developer's payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:
- (a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.
- (b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.
 - (c) Preliminary and final site plans.
- (d) Architectural plans and specifications for public buildings and other public improvements relating to the Property.
- (e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

- (f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.
- (g) All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.
 - (h) All impact fee credits.
- (i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Rights Inchoate. The assignment and assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a platted and developed Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

- 2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:
- (a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.
- (b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.
- (c) No action has been brought or threatened which would in any way interfere with the right of the Developer to execute this Agreement and perform all of the Developer's obligations herein contained.
- (d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.
- 3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):
- (a) The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the

Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Developer, together with a complete copy of any such claim.

- (b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.
- 4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to any portion of the Property owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Property through the sale of tax certificates.**REMEDIES UPON DEFAULT**. Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:
- (a) Perform any and all obligations of the Developer relating to the Development Rights and exercise any and all rights of the Developer therein as fully as the Developer could.
- (b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.
- (c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

NOTE: Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development Rights unless it chooses to do so in its sole discretion and is legally permitted to do so. Nor shall any provisions hereunder be construed to place liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development Rights.

6. **AUTHORIZATION IN EVENT OF DEFAULT**. In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.**SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such

Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

- 8. **TERM; TERMINATION.** Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are the subject of the Permitted Transfer (herein, the "**Term**").
- 9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.
- 10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof any assignment must first satisfy the conditions set forth in Section 15. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.
- 11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 12. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
- 15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following paragraph, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

- 16. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.
- 17. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.
- 18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 19. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.
- 20. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[SIGNATURES TO FOLLOW]

WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the closing date on the Bonds.

WITNESS

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

Rv	R_{V}	
By:Name:	By: Name:	
Address:		
By:	<u> </u>	
Name:	<u></u>	
Address:		
		
STATE OF		
COUNTY OF		
TTI C		1
	cknowledged before me by means of \square physicallis, day of, 2	
or - online notarization, th	, of Coastal Ridge C	ozo, oy ommunity
, Development District, who appeared be	efore me this day in person, and who is either	personally
known to me, or produced		
	NOTARY PUBLIC, STATE OF	_
(NOTABY OF ALL)		
(NOTARY SEAL)	Name:	
	(Name of Notary Public, Printed, Stamped	
	or Typed as Commissioned)	
	or Typea as Commissionea,	

[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

WITNESS	EVRDEV, LLC, a Florida limited liability company
By:	By: SPHBC, Inc., its Managing Member
Name:	
Address:	
	By:
	Name: Title:
By:	
Name:	
Address:	
STATE OF	
COUNTY OF	
	_
The foregoing instrument was acl	knowledged before me by means of \square physical presence or
□ online notarization, this day of	of, 2025, by, as
	LC, who appeared before me this day in person, and who is duced as identification.
ether personany known to me, or proc	as identification.
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Property (Assessment Area)

EXHIBIT A

Legal Description of Property (Assessment Area)



14775 Old St. Augustine Road, Jacksonville, Florida 32258

etminc.com | 904 642 8550

October 30, 2024 Page 1 of 3 Work Order No. 24-585.00 File No. 130G-02.00A

Coastal Ridge Community Development District Boundary

A portion of Sections 15, 16, 22, 27 and 34, together with portions of Section 41 of the G.I.F. Clarke Grant, Section 42 of the Sam Fairbanks Grant, Section 43 of the James Hall Grant, and Section 48 of the Christopher Minchen Grant, all lying in Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeasterly comer of Section 21, said Township and Range; thence Northerly along the Easterly line of said Section 21 the following 5 courses: Course 1, thence North 00°38'54" West, 615.70 feet; Course 2, thence South 64°32'22" West, 98.99 feet; Course 3, thence North 25°18'58" West, 3966.16 feet, Course 4, thence North 64°24'35" East, 1926.90 feet; Course 5, thence North 00°26'43" West, 399.70 feet to the Northeasterly corner thereof; thence South 89°14'34" West, along the Northerly line of said Section 21, a distance of 1310.35 feet; thence South 55°11'05" West, continuing along said Northerly line, 1231.18 feet; thence North 29°42'19" West, departing said Northerly line, 314.83 feet; thence North 30°22'52" East, 4414.25 feet; thence North 84°29'40" East, 1415.26 feet; thence South 65°46'19" East, 2751.03 feet; thence South 04°23'55" East, 595.55 feet; thence South 59°07'50" West, 1769.76 feet; thence South 36°55'53" West, 1581.86 feet; thence South 23°53'04" West, 1559.34 feet; thence South 24°47'43" East, 4334.68 feet to the Northwesterly corner of Section 44 of the G.I.F. Clarke Grant, said Township and Range; thence South 16°16'53" East, along the Westerly line of said Section 44, a distance of 3684.61 feet to the Southwesterly corner thereof; thence South 44°59'03" West, 1027.20 feet to the Northwesterly corner of Section 47 of the G.I.F. Clarke Grant, said Township and Range; thence South 20°30'17" East, along the Westerly line of said Section 47, a distance of 4641.98 feet to its intersection with the Northerly line of Conservation Easement Parcel "E", as described and recorded in Official Records Book 17745, page 1343, of said current Public Records, said line also being the Northwesterly line of Tract "A", as described and recorded in Official Records Book 9494, page 905, of said current Public Records; thence South 75°59'11" West, along said Northwesterly line, 2321.06 feet to a point lying on the boundary line of Parcel 100, as described and recorded in Official Records Book 12718, page 1001, of said current Public Records; thence along said boundary line the following 5 courses: Course 1, thence North 51°51'13" East, departing said Northwesterly line, 422.98 feet; Course 2, thence North 50°43'44" West, 658.35 feet; Course 3, thence South 39°16'16" West, 611.00 feet; Course 4, thence South 48°23'52" West, 234.00 feet; Course 5, thence South 41°36'08" East, 256.16 feet to the Southwesterly corner thereof, said corner lying on said Northwesterly line of Tract "A"; thence South 75°59'11" West, along said Northwesterly line, 157.83 feet; thence North 41°19'43" West, departing said Northwesterly line and along a line 30 feet Northeasterly of and parallel with the Northeasterly right of way line of U.S. Highway No. 1 (Philips Highway), a variable width right of way as presently established, 329.18 feet; thence South 86°19'59" East, 39.91 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2940.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 08°35'23", an arc length of 440.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°50'21" East, 440.35 feet; thence North 39°32'40" East, 461.79 feet to the point of

Coastal Ridge Community Development District Boundary (continued)

curvature of a curve concave Westerly having a radius of 490.00 feet; thence Northerly along the arc of said curve, through a central angle of 80°59'48", an arc length of 692.69 feet to the point of tangency of said curve, said are being subtended by a chord bearing and distance of North 00°57'14" West, 636.44 feet; thence North 41°27'08" West, 269.45 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet; thence Westerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 157.08 feet to the point of tangency of said curve, said are being subtended by a chord bearing and distance of North 86°27'08" West, 141.42 feet; thence South 48°32'52" West, 1206.28 feet; thence South 02°10'35" West, 40.89 feet; thence North 41°19'43" West, along a line 30 feet Northeasterly of and parallel with said Northeasterly right of way line of U.S. Highway No. 1, a distance of 219.36 feet to its intersection with the Southeasterly line of those lands described and recorded in Official Records Book 18184, page 1682, of said current Public Records; thence North 48°35'05" East, along said Southeasterly line, 606.56 feet to the Easterly most corner thereof; thence North 41°20'35" West, along the Northeasterly line of said Official Records Book 18184, page 1682, a distance of 363.37 feet; thence North 60°42'08" East, departing said Northeasterly line, 322.13 feet; thence North 77°11'21" East, 427.87 feet; thence South 75°27'20" East, 77.24 feet to a point on a non-tangent curve concave Westerly having a radius of 490.00 feet; thence Northerly along the arc of said curve, through a central angle of 43°19'48", an arc length of 370.56 feet to the point of tangency of said curve, said are being subtended by a chord bearing and distance of North 07°07'14" West, 361.79 feet; thence North 28°47'08" West, 428.38 feet to the point of curvature of a curve concave Easterly having a radius of 2560.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°19'18", an arc length of 684.58 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°07'29" West, 682.54 feet; thence South 75°47'43" West, along a non-tangent line, 774.14 feet to a point lying on the Westerly line of said Section 34; thence North 01°12'10" West, along said Westerly line, 1177.38 feet to the Northwesterly corner thereof; thence North 89°00'20" East, along the Northerly line of said Section 34, a distance of 667.54 feet to its intersection with the Southerly prolongation of the Easterly line of those lands described and recorded in Official Records Book 19061, page 203, of said current Public Records; thence North 00°59'45" West, departing said Northerly line, along said Southerly prolongation, along said Easterly line, and along the Easterly line of those lands described and recorded in Official Records Book 19577, page 2109, of said current Public Records. a distance of 1343.31 feet to the Northeasterly corner thereof; thence South 88°40'15" West, along the Northerly line of said Official Records Book 19577, page 2109, a distance of 667.52 feet to the Northwesterly corner thereof, said corner lying on the Westerly line of said Section 27; thence North 00°59'51" West, along said Westerly line, 4027.38 feet to the Northwesterly corner thereof and the Point of Beginning.

Less and Except from the above described lands the following Exception Parcels:

Exception 1

A portion of Section 34, together with a portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Coastal Ridge Community Development District Boundary (continued)

For a Point of Beginning, commence at the Northwesterly corner of said Section 34; thence North 89°00'20" East, along the Northerly line of said Section 34, a distance of 697.54 feet; thence South 00°59'45" East, departing said Northerly line. 177.82 feet; thence South 08°28'38" West, 30.38 feet; thence South 00°59'45" East, 114.05 feet; thence Due East, 5.00 feet; thence South 00°59'45" East, 125.85 feet to the point of curvature of a curve concave Easterly having a radius of 2560.00 feet; thence Southerly along the arc of said curve, through a central angle of 12°28'05", an arc length of 557.08 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°13'47" East, 555.98 feet; thence South 75°47'43" West, along a non-tangent line, 774.14 feet to a point lying on the Westerly line of said Section 34; thence North 01°12'10" West, along said Westerly line, 1177.38 feet to the Point of Beginning.

Exception 3

A portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly comer of Section 47 of the G.I.F. Clarke Grant, said Township and Range; thence South 20°30'17" East, along the Westerly line of said Section 47, a distance of 1529.81 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 20°30'17" East, along said Westerly line of Section 47, a distance of 3112.17 feet to its intersection with the Northerly line of Conservation Easement Parcel "E", as described and recorded in Official Records Book 17745, page 1343, said line also being the Northwesterly line of Tract "A", as described and recorded in Official Records Book 9494, page 905, both of the current Public Records of said county; thence South 75°59'11" West, departing said Westerly line and along said Northwesterly line, 1522.61 feet; thence North 29°32'37" West, departing said Northwesterly line, 827.53 feet; thence North 52°36'42" West, 382.57 feet; thence North 05°44'28" West, 1817.60 feet; thence North 61°20'47" East, 153.07 feet; thence North 54°51'28" East, 137.22 feet; thence North 62°34'38" East, 169.80 feet to the point of curvature of a curve concave Southeasterly having a radius of 937.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°16'14", an arc length of 118.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 66°12'45" East, 118.89 feet; thence North 69°50'52" East, 91.51 feet; thence South 00°59'31" East, 28.94 feet; thence South 21°09'09" East, 10.16 feet; thence North 69°50'52" East, 729.53 feet to the Point of Beginning.

Containing 1002.30 acres, more or less.



A.

MINUTES OF MEETING COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Coastal Ridge Community Development District was held on Tuesday, April 1, 2025, at 11:00 a.m. at the eTown Welcome Center, 11003 E-Town Parkway in Jacksonville, Florida.

Present and constituting a quorum were:

Maurice Rudolph	Chairman
David Ray	Vice Chair
John Hewins	Supervisor
Chris Price	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Ken Artin	Bond Counsel

Matt Biagetti GMS

Daniel Welch District Engineer
Sete Zare by phone MBS Capital Markets

Joe Muhl Parc Group

The following is a summary of the discussions and actions taken at the April 1, 2025, meeting.

FIRST ORDER OF BUSINESS Roll Call

Mr. Oliver called the meeting to order at 11:05 a.m.

SECOND ORDER OF BUSINESS Public Comment

There being no members of the public present, the next item followed.

THIRD ORDER OF BUSINESS Organizational Matters- Oath of Office for Greg Barbour

This item was tabled due to Greg Barbour not being in attendance.

FOURTH ORDER OF BUSINESS Financing Matters

A. Master Engineer's Report

Ms. Buchanan stated they are going to kickstart their methodology process. She added the district cannot adopt future assessments in the amount higher than what is approved today.

The Master Engineer's Report indicates the district's capital improvement plan and the Assessment Methodology Report allocates the cost of improvements to the development pool within the district boundary. The resolution includes the project they will build and how much they will budget for. She added they will then set a public hearing date for the May meeting so they can have bonds in place when they are ready for bond issuance.

B. Master Assessment Methodology

Ms. Buchanan informed the Board they ended up with an April 16th validation hearing and they will be able to close bonds one month after. She believes this will be finished in mid to late May.

Mr. Ray asked if there were any changes to the report. Mr. Welch stated it has been refined since the last meeting.

C. Consideration of Resolution 2025-26, Declaring Special Assessments

Ms. Buchanan stated this determines the district's interest to levy the assessments in accordance with the Methodology. She added it incorporates both reports to identify the nature and general location of the improvements. She noted the cost will be \$66,541,607. This includes improvements that the district needs on its current boundaries. She noted assessments will be collected on a 30-year basis.

On MOTION by Mr. Rudolph seconded by Mr. Hewins with all in favor Resolution 2025-26, Declaring Special Assessments, was approved.

D. Consideration of Resolution 2025-27, Setting a Public Hearing Date

Ms. Buchanan stated the meeting must be 30 days away. She added the meeting will be on May 6^{th} at 11:00 a.m.

On MOTION by Mr. Rudolph seconded by Mr. Ray with all in favor Resolution 2025-27, Setting a Public Hearing Date, was approved.

FIFTH ORDER OF BUSINESS Consideration of Assignment of Amenity Center Contract

Ms. Buchanan presented the Assignment of Amenity Center Contract. She stated time was an issue, meaning the landowner had noticed an issue with the arc. First was the request for assignment, then an affidavit from the developer to carry no funds out, third is a contract that acknowledges anything of the contract, and lastly, there will be an addendum that adds the CDD's language. She added the responsibility of the construction will be completely on the district and make it eligible for funding. She asked to approve the agreement in substantial form.

On MOTION by Mr. Ray seconded by Mr. Rudolph with all in favor Resolution 2025-07 adopting a travel reimbursement policy was approved.

SIXTH ORDER OF BUSINESS Consideration of Construction Funding Agreement

Ms. Buchanan presented the Construction Funding Agreement. She stated construction will start soon and the first payout will be due before the bond receipts are issued. She noted any funds they make will be refunded.

On MOTION by Mr. Ray seconded by Mr. Rudolph with all in favor the Construction Funding Agreement. was approved.

SEVENTH ORDER OF BUSINESS Consideration of Conveyance of Amenity Center Parcel

Ms. Buchanan presented the Conveyance of Amenity Center Parcel. She stated this would convey the underlying tracts to the districts so the landowner would convey that at no cost. She asked for this to be approved in substantial form to allow any changes to be made.

On MOTION by Mr. Ray seconded by Mr. Rudolph with all in favor the Conveyance of Amenity Center Parcel, was approved in substantial form.

EIGHTH ORDER OF BUSINESS Consideration of Acquisition Agreement

Ms. Buchanan presented the Acquisition Agreement. She stated they authorized construction funding for the Amenity Center, but there may be more costs. She added this identifies the engineer's report is accurate. She asked to change the date to February 21, 2025.

3

She noted any project that is within the February 21st date, the district will be acquiring the lands from the developer and if the elements are eligible for bond financing, they will go back and pay for them. She noted it states the developer will convey the underlying property and the improvements at no cost.

On MOTION by Mr. Ray seconded by Mr. Rudolph with all in favor the Acquisition Agreement was approved.

NINTH ORDER OF BUSINESS

Consideration of Proposal for Builder's Risk Insurance

Ms. Buchanan presented the proposal for Builder's Risk Insurance from Liberty Mutual. She stated the contracts between the district and the vendor do not provide for the purchase of Builder's Risk Insurance. She noted this means the district is responsible to the insurance. She stated once it is approved, it will be bound.

On MOTION by Mr. Hewins seconded by Mr. Rudolph with all in favor the Builder's Risk Insurance, was approved.

TENTH ORDER OF BUSINESS

Acceptance of the Audit Committee's Recommended Criteria and Authorizing Staff to Issue a Request for Proposals

Mr. Oliver presented the Audit Committee's recommended criteria and recommended the board to approve their recommendation.

On MOTION by Mr. Rudolph seconded by Mr. Hewins with all in favor the Audit Committee's Recommended Criteria and Authorizing Staff to Issue a Request for Proposals, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Designating a Local District Records Office

Mr. Oliver presented the resolution to Designate a Local District Records Office. He stated they are required to have a Records Office in the county in which the District is located. He asked for a motion to approve.

On MOTION by Mr. Rudolph seconded by Mr. Hewins with all in favor Resolution 2025-05, Designating a Local District Records Office, was approved.

TWELFTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Ms. Buchanan had nothing further for the board.

B. Interim Engineer

Mr. Welch stated there is ongoing construction inside the CDD. He noted the Parkways have been calm and everything is moving swiftly.

Ms. Buchanan asked if they needed to bring the acquisition back in May before turnover. Mr. Welch stated they will probably need to in May or June.

C. District Manager

There being nothing to report, the next item followed.

THIRTEENTH ORDER OF BUSINESS Consideration of Funding Request No. 2

Mr. Oliver presented Funding Request No. 2. He stated this is for the general fund and two items are included: a GMS Invoice and a commerce invoice. He asked for a motion to approve.

On MOTION by Mr. Rudolph seconded by Mr. Ray with all in favor funding request number two, was approved.

FOURTEENTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

There were no comments at this time.

FIFTEENTH ORDER OF BUSINES Next Scheduled Meetings - Landowner's

Election, Audit Committee and Regular Board of Supervisors Meetings on May 6, 2025, at 11:00 a.m. at the eTown Welcome Center

SIXTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Ray seconded by Mr. Rudolph with all in favor the meeting was adjourned.

April 1, 2025	Coquina Shores CD
Secretary/Assistant Secretary	Chairman/Vice Chairman



MINUTES OF MEETING COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Coastal Ridge Community Development District was held on Tuesday, April 1, 2025, at 11:00 a.m. at the eTown Welcome Center, 11003 E-Town Parkway in Jacksonville, Florida.

Present and constituting a quorum were:

Maurice RudolphChairmanDavid RayVice ChairJohn HewinsSupervisorChris PriceSupervisor

Also present were:

Jim OliverDistrict ManagerKatie BuchananDistrict Counsel

The following is a summary of the discussions and actions taken at the April 1, 2025 audit committee meeting.

FIRST ORDER OF BUSINESS Roll Call

Mr. Oliver called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS Approval of Auditor Selection Evaluation Criteria

Mr. Oliver stated the RFP process is required by State Statute. He added the first thing they did was form the audit committee and the next thing they do is approve the evaluation criteria, so they are able to solicit proposals and bring them to the Audit Committee for ranking. Five criteria were proposed, each weighted equally at 20 points: ability of personnel, proposer's experience, understanding scope of work, ability to furnish the required services, and price.

On MOTION by Mr. Ray seconded by Mr. Rudolph with all in favor the Auditor Selection Evaluation Criteria. was approved.

THIRD ORDER OF BUSINESS

Other Business

There were no comments at this time.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Ray seconded by Mr. Rudolph with all in favor the meeting was adjourned.



RESOLUTION 2025-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Coastal Ridge Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on May 6, 2025, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The following individuals are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

 Seat 1	Votes	
 Seat 2	Votes	
 Seat 3	Votes	
 Seat 4	Votes	
Seat 5	Votes	
 Jeal J	votes	

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named individuals are declared to have been elected for the following term of office:

 4 Year Term
 4 Year Term
 2 Year Term
 2 Year Term
 2 Year Term

Section 3.	This resolution	shall become	effective	immediately	upon its adoption.

PASSED AND ADOPTED THIS 6th DAY OF MAY, 2025.

Attest:	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors



COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

(Weight: 25 Points)

(Weight: 25 Points)

(Weight: 20 Points)

(Weight: 15 Points)

(Weight: 5 Points)

(Weight: 5 Points)

2) Consultant's Past Performance

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

Coastal Ridge Community Development District Request for Qualifications –Score Sheet

	Ability and	Consultant's					Volume of	
	Adequacy	Past		Willingness to	Certified	Recent,	Work	
	of	Performance		Meet Time and	Minority	Current, and	Previously	
	Professional	and	Geographic	Budget	Business	Projected	Awarded by	
	Personnel	Experience	Location	Requirements	Enterprise	Workloads	District	
Proposer	(25 Points)	(25 Points)	(20 Points)	(15 Points)	(5 Points)	(5 Points)	(5 Points)	Totals
Alliant								
ETM								

RESPONSE TO REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES



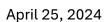
Prepared for:

Coastal Ridge Community Development District

Duval County, Florida

Prepared by:









April 25, 2025

Statement of Qualifications for District Engineering Services

District Managers Office

Mr. Jim Oliver Governmental Management Services 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092 904.940.5850 Alliant Engineering, Inc.

10475 Fortune Parkway, Suite 101 Jacksonville, Florida 32256 904.240.1351 MAIN

Dear Mr. Oliver and Members of the Evaluation Committee:

Alliant Engineering, Inc. (Alliant) and our teaming partners Meskel & Associates Engineering (MAE), ECS Florida, LLC (ECS), and Alliant Florida, Inc. (Survey) are pleased to submit our proposal for Continuing Engineering Services to the Governors Park South Community Development District. Alliant is a local and highly experienced engineering firm that is perfectly suited to provide the services listed in the RFQ. David Landing, PE will serve as the district's Client Manager and be the CDD's primary point of contact. Andrew Mansen, PE will serve as the district's Project Manager.

Alliant was founded in Minneapolis in 1995 and has grown from a company with one employee into an organization of over 200 diverse professionals and support staff. We have provided services to clients like the **Coastal Ridge Community Development District** for over 30 years. In 2015 Alliant expanded to Jacksonville, FL to better serve its southeast clients and again in May of 2023 opening an office in Tampa, FL to expand our services even further south. Alliant is an S-Corporation providing a range of comprehensive services including but not limited to civil engineering, construction services, intelligent transportation systems, landscape architecture, land survey, roadway design, structures, traffic engineering, and water resources.

Alliant's business philosophy is to keep our values of community, excellence, creating value, collaboration, being future-focused, and integrity at the forefront of everything we do. Our corporate mission to Build Better Communities with Excellence and Passion is evident within our culture and our outstanding Client Service distinguishes us from other companies.

We understand you are looking for a consulting partner that is more than just a designer or engineer. You expect a partner that can lead and manage projects from concept through construction and efficiently address any challenges along the way. As your Client Manager, **David Landing, PE** will serve as your primary point of contact and will ensure that our team will be focused, flexible, and responsive to the needs of the CDD and its residents. We will focus on timely, honest, and open communication to deliver quality work from the day the project starts through bidding, construction, and closeout.

Alliant is interested in pursuing this solicitation to continue to grow our services throughout Florida. We are excited to serve the **Coastal Ridge Community Development District** and are committed to providing the highest quality service for selected projects. Thank you for your consideration and we look forward to partnering with you. Please feel free to contact me with any questions or if you require any additional information.

Sincerely,

Alliant Engineering, Inc.

David R. Landing, PE Senior Civil Engineer

☑ dlanding@alliant-inc.com

2 904.513.3218

Andrew Mansen, PE

Project Manager

□ amansen@alliant-inc.com

2 904.329.4001

Table of Contents

1.	Statement of Qualifications	
	Alliant's Team Guiding Principles	
	Brief Description of Services	2
	Engineer Point of Contact and Proposed Team	3
2.	Organizational Chart	
3.	Resumes of Key Personnel	
	David Landing, PE, Client Manager	5
	Andrew Mansen, PE, Project Manager	€
	Joseph Schofield, PE, Senior Civil Engineer	7
	Adam Oestman, PE, Production Manager	8
	Curtis Wimpée, PE, VP Southeast Region	9
	David Schmidt, Director of Landscape Architecture	10
	Clayton Walley, LS, VP Florida Land Survey.	11
	Joe Brinson, PWS, ECS Florida, LLC	12
	Brett H. Harbison, PE, Meskel & Associates, PLLC	13
4.	Representative Projects	
	Shadow Crest at Rolling Hills, Clay County, FL	14
	Reverie at Palm Coast, Palm Coast, FL	15
	Westside Sewer Improvements, Ph. 1, City of Bunnell, FL	16
	Slip Lining Rehabilitation, City of Bunnell, FL	17
	Sweetgrass Apartments, Ph. 1, Enhanced Landscape, St. Mary's, GA	18
	Trout Creek Community Development District, St. Johns County, FL	19
	Tapestry Village West, City of Jacksonville, FL	20
5.	Key Personnell Participation in Example Projects	21
6.	Additional Information	
	Firm Licensure and Prequalification's	22
	Other Technical Skills Reference	22
	Ability and Adequacy of Professional Personnel	23
	Certified MBE	24
	Willingness and Ahility to meet Time and Rudget Requirements	2/

	Communication with the District
	Design Review24
	OTSR
	Progress Meetings
	Recent, Current, and Projected Workloads
	Consultants Past Experience and Performance
	Land Planning
	Landscape Architecture
	Land Surveying26
	Construction Administration Services
	Graphic Design Services
	Traffic Services, and References
	Firm Licensure and Prequalification's
	Location Map
7. Gener	al Qualifications
	Alliant Engineering, Inc
	Alliant Florida, Inc
	Meskel & Associates Engineering, PLLC
	ECS Florida, LLC
8. Apper	ndices – Certifications & Licenses
	Women Business Certification34
	Licenses
LIST OF	EXHIBITS
Exhibit 1 – O	rganizational Chart4
Exhibit 2 – Pı	ojected Schedule
Exhibit 3 – Lo	ocation Map30



PRINCIPLES AND BASIC QUALIFICATIONS

Strong relationships are the cornerstone of our business. We've seen firsthand how they can result in better project outcomes, which benefit our client's reputation and future opportunities. We value and protect these relationships, which is why we've spent the last 30 years building connections nationwide in the public and private sectors and why our clients continue to choose Alliant for their projects.

Alliant is comprised of individuals from a variety of disciplines, backgrounds, and experience levels. We provide complex engineering and design solutions for projects that need to be completed on schedule and within budget—without sacrificing standards of performance. Together, our employee-owners are committed to excellence, collaboration, and integrity, bringing value to our employees, clients, and communities.

For over 30 years, we have focused on the values that drive our company. Keeping these values at the forefront of everything we do helps us provide opportunities to our employee-owners and serve our clients with the same level of integrity and sense of entrepreneurialism that has defined us for those three-plus decades.

Alliant's Team Guiding Principles:

- We innovate before, during, and after the design to provide the best solutions for our clients.
- We communicate with our clients, employees, sub-consultants, and project stakeholders to ensure that our projects stay on task, on schedule, and within budget.
- We dedicate ourselves to our business and our community.
- We deliver successful projects.
- We keep our ear to the rail and our nose to the grindstone.



COMMUNITY

industry and the world around us.

Our community is where we live, work and play – it is who we are at Alliant – it is our



EXCELLENCE

It's about always doing our best and being the best at what we do.



CREATE VALUE

By solving challenges and delivering the best solutions, we create value that lives on long after the project is finished.



COLLABORATION

To take on the BIG challenges we collaborate with our clients, our partners, and each other.



FUTURE FOCUSED

We look forward to the next idea, the next solution, and the next opportunity to build better communities.



INTEGRITY

The foundation of our success comes from the trust our clients and partners place with us to do business the right way.



PRINCIPLES AND BASIC QUALIFICATIONS

Brief Description of Services:

Civil Engineering

- ♦ Site analysis, feasibility, planning
- ♦ Design development / budgeting
- ♦ Stormwater management design
- ♦ Permitting & agency coordination
- ♦ Construction drawings

Landscape Architecture

- Master planning
- Site analysis and planning
- Agency coordination and submittals
- ♦ Construction drawings

Land Survey (Alliant Florida, Inc.)

- Boundary surveys
 - ALTA/NSPS land title surveys
 - · Certificate of survey
- Topographic surveys
 - Design location/existing conditions
 - Hydrographic survey
 - Underground survey (utilities)
- ♦ Record surveys
 - Subdivision
- Construction surveys
 - Establish horizontal & vertical site control
 - Staking horizontal & vertical site control
 - Volume measurements

Roadway Design

- Preliminary design
- Final design
- Municipal engineering
- ♦ Local road design
- ♦ Utilities
- Construction cost estimating
- Public involvement

Water Resources

- ♦ Hydrologic & hydraulic modeling
- Storm sewer design
- ♦ Culvert design
- Bridge hydraulics
- ♦ Stream restoration
- ♦ Detention design
- Water quality management
- ♦ Floodplain analysis & permitting

Construction Services

- ♦ Constructability reviews
- ♦ Contract development
- ♦ Contract administration
- ♦ Construction observation
- State & federal aid construction documentation
- Public and private utility coordination

Traffic Engineering

- ♦ Traffic, parking & specialty studies
- ♦ Bicycle & pedestrian planning & design
- ◆ Traffic signal operations & timing
- ◆ Traffic modeling
- ♦ Intersection & roadway safety studies
- Intersection control evaluations
- ◆ Traffic final design
- ♦ Project management

Environmental Services

- Environmental planning & documentation
- Wetland delineation
- Wetland permits
- ♦ Wetland mitigation & monitoring
- ♦ Ecologic restoration
- Natural resource surveys
- Invasive species surveys
- ♦ Construction SWPPP design
- NPDES permit compliance inspection
- ♦ Construction site management plans
- ◆ Tree inventories

Building Better Communities with Excellence and Passion



ENGINEER POINT OF CONTACT AND PROPOSED TEAM

Request for Qualifications for Engineering Services for Coastal Ridge Community Development District, Duval County, Florida

Public Notice Date: March 19, 2025 Solicitation/Project No. 25-01302D

Engineer Point of Contact:

David R. Landing, PE / Client Manager (904) 513-3218

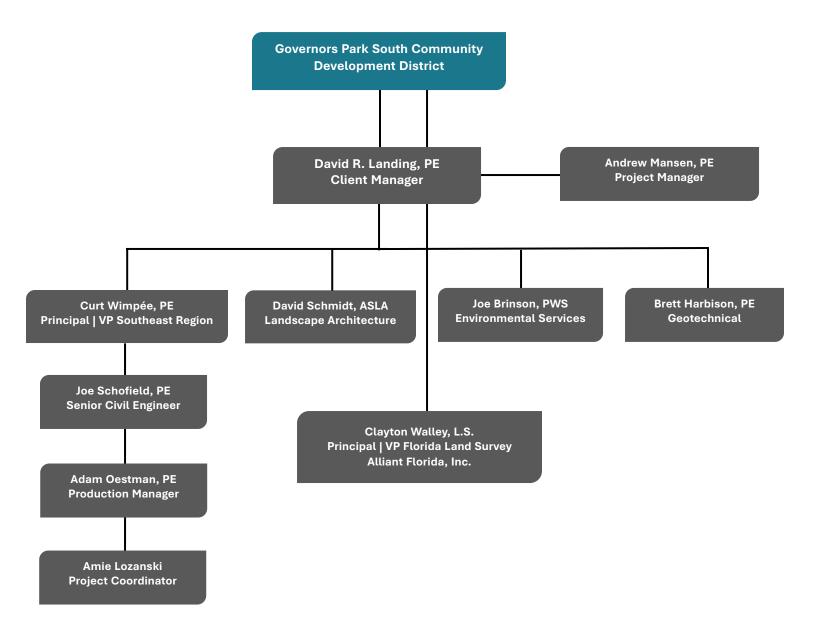
Alliant Engineering, Inc. <u>dlanding@alliant-inc.com</u>

PROPOSED TEAM

Che	eck			
Prime	Subcontractor	FIRM NAME	ADDRESS	ROLE IN THIS CONTRACT
Х		Alliant Engineering	10475 Fortune Parkway, Suite 101 Jacksonville, Florida 32256	Project Management, Civil Engineering, and Landscape Services
	х	ESC Florida, LLC	11554 Davis Creek Court Jacksonville, Florida 32256	Environmental Services
	x	Meskel & Associates Engineering	3728 Philips Highway, Suite 208 Jacksonville, Florida 32207	Geotechnical Services
	х	Alliant Florida, Inc. (A wholly owned subsidiary of Alliant Engineering, Inc.)	10475 Fortune Parkway, Suite 101 Jacksonville, Florida 32256	Land Survey Services



Exhibit 1. Organizational Chart of Proposed Team







David R. Landing, PE Client Manager

Licenses

Professional Engineer in Florida (80483)

Education

- BS, Civil Engineering, University of Florida (UNF)
- AS, Civil Engineering Technology, Savannah Technical College

Years Experience: 27 years overall, just over 1 year with Alliant.

Mr. Landing is a Senior Civil Engineer with over 27 years' experience in pipelines and trenchless design with experience working o a variety of projects across the United States with a focus on water and wastewater projects in northeast Florida. His design experience includes water and wastewater treatment facilities, pressure and gravity pipelines, civil site design, stormwater design, with emphasis on large diameter pipelines and trenchless installations. His experience in pipeline design includes feasibility studies, design and construction support, design calculations, and drawing production.

SIPS 30-INCH WATER MAIN & RECLAIMED WATER ♦ CITY OF JACKSONVILLE, FLORIDA

Staff Engineer for the design, permitting, and general services during construction for the Ph. II efforts of the SIPS program whose primary focus is to transfer partially treated raw water from JEA's north grid, Main St. WTP to the south grids, Deerwood & Greenland WTPs. The project included over 41,000 LF of water main consisting of 26,000 LF of 30-inch DI installed by open-cut, and 15,000 LF of 36-inch HDPE installed by 9 separate HDDs. In addition to the water main, this project contained 1,150 LF of force main consisting of 310 LF of 24-inch PVC installed by open-cut and 840 LF of 30-inch HDPE installed by HDD, and 13,000 LF of reclaimed water main consisting of 12,050 LF of 30-inch DI installed by open-cut, and 840 LF of 30-inch HDPE by HDD.

HASTINGS WTP TO SR 207 12-INCH WATER MAIN ♦ ST. JOHNS COUNTY UTILITY DEPARTMENT ♦ HASTINGS, FLORIDA

David serves as the Project Manager, Engineer of Record, and Senior Pipeline Design Engineer for approximately 4,650 LF of 12-inch PVC water main installed by open-cut trenching along with associated valving, hydrants, fittings, and appurtenances. The project also included approximately 2,700 LF of 15-inch HDPE water main installed thru three separate HDD trenchless installations. Project challenges included navigating road corridors with narrow ROW which were shared with an FPL high-voltage transmission overhead powerline and coordinating proposed and temporary construction easements with property owners. David laid out the geometry for the project alignment, assisted in preparing construction drawings, and coordinated with survey and geotechnical exploration subcontractors.

CWRF TRANSMISSION MAIN BYPASS & REDUNDANCY CONCEPTUAL PLAN ♦ CITY OF PENSACOLA, FLORIDA

David served as Pipelines Engineer on this project. Route planning, feasibility, and constructability input to add redundancy to an existing 3,500 LF of 30-inch, 10,050 LF of 42-inch, 53,500 LF of 48-inch, and 5,200 LF of 54-inch large diameter DI transmission force main transporting sewage from ECUA's Main Street WTP situated along Pensacola Bay to ECUA's Chemstrand Treatment Plant in Escambia County. For this project David personally participated in team meetings, assisted with route selection, made recommendations in support of and produced route sketches for the project as well as investigating and making recommendations for bypass points of connection between the various force main segments.

SR 207 WATER MAIN EXTENSION – PH. II ♦ ST. JOHNS COUNTY UTILITY DEPARTMENT ♦ ST. JOHNS COUNTY, FLORIDA

For the above referenced project David served as QA/QC engineer and site construction inspector for the design and construction of 2,900 LF of 24-inch PVC water main within St. Johns County Utility Department (SJCUD) easements and Florida Department of Transportation (FDOT) Right-of-Ways (ROW). The project also consisted of a 42-inch steel cased jack and auger bore crossing FDOT's SR 206 and a 30-inch High-Density Polyethylene (HDPE) HDD crossing Interstate 95. Permitting was required by FDOT and Florida Department of Environmental Protection (FDEP) for wetlands crossing and impacts. For this project he personally reviewed the construction drawings at various project milestones for constructability and to ensure the projects me client expectations. David also reviewed contractor submittals for materials and construction methods and performed onsite inspections of installation of the water main, wet tapping for connection to the existing water main and the HDD installation under Interstate 95.





Andrew Mansen, PE **Professional Civil Engineer**

Licenses

Education

- Professional Engineer in Florida (91277)
 BS, Civil Engineering, California State University, Sacramento, CA

Years Experience: 4 years overall, 3.5 years with Alliant.

Mr. Mansen is a Civil Engineer with 4 years of experience in civil design. He graduated in 2011 with a BS in Civil Engineering from California State University. He has provided design, review, and/or management on many public and private site development projects in California and Florida.

BARBER POINTE SUBDIVISION ♦ CITY OF MACCLENNY, FLORIDA

Andrew served as the lead project engineer for the Barber Pointe Subdivision, a 367-unit residential development situated on a hillside in MacClenny, Florida. He played a central role in all aspects of the civil engineering design, which included developing 13 cascading stormwater ponds to address the site's challenging topography. Andrew designed over 16,500 feet of right-of-way infrastructure and oversaw utility layouts that included 17,500 feet of water mains, 14,500 feet of stormwater pipe with 170 structures, and 15,500 feet of sanitary sewer pipe with 69 structures. He also led the design of offsite improvements, including turn lane modifications and a 5,300-foot municipal force main extension connecting to the City's water treatment plant.

GROVELAND RETAIL DEVELOPMENT ♦ CITY OF GROVELAND, FLORIDA

Andrew led civil engineering efforts for the Groveland Retail Development, a 13-acre commercial and light industrial site located in the City of Groveland. His responsibilities included designing infrastructure systems and preparing FDOT-compliant stormwater calculations based on the 100-year storm event. He designed 2,000 feet of water main, 1,200 feet of new force main, and coordinated the relocation of 1,000 feet of existing force main. Andrew also developed plans for offsite roadway improvements, including the addition of turn lanes along US Highway 27 to support increased traffic volumes.

THE HARBOUR ♦ CITY OF JACKSONVILLE, FLORIDA

Andrew played a key engineering role in the redevelopment of The Harbour, a 43.8-acre site along the Intracoastal Waterway in Jacksonville. The project involved transforming an aging industrial marina into a vibrant, multi-use waterfront destination. Andrew's work included the design of a fully underground stormwater management system consisting of a 42,000-square-foot chamber system and 5,800 feet of chamber underdrain system, complemented by 6,000 feet of stormwater piping. He also designed 3,500 feet of sanitary sewer pipe to support the site's diverse uses, which include a 136-slip marina, public boat ramp, boat storage, multiple restaurants, an eight-story apartment building with 560 residences, a multi-story commercial and hotel structure, and dedicated recreational and wetland preservation areas.





Joseph Schofield, PE Senior Civil Engineer

Licenses

Professional Engineer in Florida (69219)

Education

- · MBA, St. Leo University
- BS, Civil Engineering, University of North Florida (UNF)

Years Experience: 21 years overall, 3 years with Alliant.

Mr. Schofield is a Senior Engineer with 21 years of experience in civil design and construction oversight. He has provided design, review, and/or management on hundreds of public and private roadway and site development projects in the southeast United States. He has partnered with dozens of state agencies along with local communities to advance a wide variety of projects to improve transportation infrastructure across the continental United States.

SHADOWCREST AT ROLLING HILLS CDD ♦ PHASES 3B & 3D ♦ CITY OF GREEN COVE SPRINGS, FLORIDA

Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoices and pay applications to help ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for Shadow Crest phase of the district full planned build-out.

BEACHVIEW COVE SUBDIVISION ♦ CITY OF ORMOND BEACH, FLORIDA

Project Manager overseeing design and permitting for a 28-lot single family subdivision with private lift station on A-1-A adjacent to the Atlantic Ocean. All entitlements received and construction is underway. The project includes a planned FPL power pole relocation, work within the coastal construction control line (CCCL), and coordination of turtle friendly street lighting design.

PONCE PRESERVE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

David served as Pipelines Engineer on this project. Route planning, feasibility, and constructability input to add redundancy to an existing 3,500 LF of 30-inch, 10,050 LF of 42-inch, 53,500 LF of 48-inch, and 5,200 LF of 54-inch large diameter DI transmission force main transporting sewage from ECUA's Main Street WTP situated along Pensacola Bay to ECUA's Chemstrand Treatment Plant in Escambia County. For this project David personally participated in team meetings, assisted with route selection, made recommendations in support of and produced route sketches for the project as well as investigating and making recommendations for bypass points of connection between the various force main segments.

RYAN'S LANDING SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Project Manager overseeing design and permitting for a 95-lot single family subdivision. All entitlements have been received; construction start date is undetermined at this time.

UNIVERSITY OF FLORIDA CLUBHOUSE ♦ CITY OF JACKSONVILLE, FLORIDA

Design engineering and project manager for the proposed recreational flex-space building with pool situated on a 2.4-acre parcel of land adjacent to Osprey Village and Osprey Cove. Mr. Schofield's involvement included oversight of modifications to existing facilities, utility design, drainage design, and coordination of architectural elements in support of production of a seamless construction package.





Adam Oestman, PE Production Engineer

Licenses Education

Professional Engineer in Florida (98440),
 BS, Civil Engineering, Murray State University

Years Experience: 6 years overall, 3 years with Alliant.

Mr. Oestman has more than six years' experience in the design and construction of private infrastructure projects. He has worked on numerous developments and infrastructure improvements for commercial, medical, municipal, and residential projects around the country. Typical project requirements are land acquisition, contract review, site assessment, land planning, development cost analysis, scheduling, approval coordination, preparation of contract documents, and construction administration.

RECLAIM WATER MAIN EXTENSION ♦ CITY OF DELAND, FLORIDA

Lead design engineer preparing the construction documents for a +/- 6,000 LF reclaim main extension.

CARMEL COURT IN BAY HILL VILLAGE ♦ CLAY COUNTY, FLORIDA

Lead design engineer preparing the construction documents for 35-townhome unit site, as well as associated construction administration throughout the project.

SAWMILL BRANCH SUBDIVISION ♦ MULIT-PHASE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Lead design engineer preparing the construction documents for multiple single family residential subdivision phases totaling over 1,000 lots.

LADY LAKE APARTMENTS ♦ TOWN OF LADY LAKE, FLORIDA

Lead design engineer preparing construction documents for 330 multi-family units and associated recreational areas.

PANAMA CITY BEACH HEALTH CAMPUS ♦ CITY OF PANAMA CITY BEACH, FLORIDA

Lead design engineer preparing the construction documents for a phased medical campus as well as associated construction administration throughout the project.

HYMON CIRCLE DRAINAGE IMPROVEMENTS ♦ CITY OF BUNNELL, FLORIDA

Design engineer preparing construction documents for a two-phase project in the City of Bunnell, including +/- 2,000 LF of roadside drainage improvements as well as +/- 3,000 LF of existing drainage ditch improvements.

SPRING LAKE AT PALM COAST CDD ♦ MULTI-PHASE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Preparing construction documents, cost estimate, and associated construction administration for a single-family subdivision with multiple phases for a total of 421 lots.

SHADOWCREST AT ROLLING HILLS SUBDIVISION ♦ CITY OF GREEN COVE SPRINGS, FLORIDA

Lead design engineer preparing construction documents for a single-family, 247 lot subdivision as well as associated construction administration throughout the project.





Curt Wimpée, PEVice President Southeast Region

Licenses

Education

- Professional Engineer in Florida (79764), Minnesota (40487), Georgia (031340), N. Carolina (053415), S. Carolina (41355), and Tennessee (125610)
- Professional Engineer in Florida (79764), BS, Civil Engineering, University of Minnesota

Years Experience: 28 years overall, 10 years with Alliant.

Mr. Wimpée is the VP of the Southeast Region with 28 years of experience in municipal engineering, land development, and transportation. Curt's experience includes localized and regional utility extensions, lift stations, city and DOT roadway reconstructions, new roadways, MOT plans, signage and striping plans, concrete and asphalt pavement design, storm water management systems, regional drainage studies, residential mixed use, and large-scale commercial developments.

CITY ENGINEER (CONSULTANT) CITY OF BUNNELL ♦ CITY OF BUNNELL, FLORIDA

Engineer of Record for numerous city infrastructure projects. Projects include roadway paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design and rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation, public messaging, and interaction.

CITY ENGINEER (CONSULTANT) CITY OF FLAGLER BEACH ♦ CITY OF FLAGLER BEACH, FLORIDA

Engineer Record for numerous citv infrastructure projects some of which included roadwav paving/assessment/rehabilitation/replacement stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentation and representation. Public messaging and interaction.

CITY ENGINEER FOR THE CITY OF MENDOTA HEIGHTS ♦ CITY OF MENDOTA HEIGHTS, MN

Performed as Engineer of Record for numerous city infrastructure projects which included roadway paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.

CITY ENGINEER (CONSULTANT) CITY OF TWO HARBORS ♦ CITY OF TWO HARBORS, MN

Performed as City Engineer in all aspects of design for city improvement projects. Representative projects included approximately 6 miles of roadway and utility reconstruction for rural to urban street reconstructions. Tasks included complete corridor survey of projects, design, cost estimating, bidding and award, and full-time construction inspection.

CITY ENGINEER (CONSULTANT) CITY OF SCANLON ♦ CITY OF SCANLON, MN

Performed as Engineer of Record for numerous city infrastructure projects. Projects included roadway, paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions, rehabilitation, replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.





David Schmidt Director of Landscape Architecture

Education

- BS, Landscape Architecture University of Arkansas, Minor in Horticulture
- Currently pursuing licensure as a Landscape Architect in Florida in 2025

Years Experience: 16 years overall, 2 years with Alliant.

Mr. Schmidt has more than 16 years' experience in the fields of land development planning, landscape architecture, urban design, and project management and is the Director of Landscape Architecture at Alliant. His primary responsibilities include project management, regulatory approvals, site layout and design, construction documentation, regional and community planning, and graphic design.

SWEETGRASS ♦ CITY OF ST. MARY'S, GA

Served as project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog walk, and amenities at the clubhouse. Sweetgrass is a 150-acre community that will feature 312 multifamily units, 194 townhomes, 143 single family homes, and 212,600 SF of commercial space. The Sweetgrass community will be home to almost 650 families in a walkable, mixed-use neighborhood that provides not only housing, but places for working, shopping, recreation, and civic engagement.

REVERIE AT TRAILMARK ♦ CITY OF ST. AUGUSTINE, FLORIDA

David served as the project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog park, and amenities at the clubhouse. Reverie is a 55+ community located in St. Augustine, FL permitted as a Community Development District that consists of 487 single family homes and a 4,600 SF clubhouse.

BRADENTON RIVERWALK ♦ CITY OF BRADENTON, FLORIDA

David and his team were responsible for multiple project components, such as data collection, landscape design, renderings, and 3D modeling for the master plan. Kimley-Horn completed the master planning process for the 1.5-mile-long riverfront area in Bradenton knows as the Riverwalk. Services included grant funding analysis, master planning, public involvement, design development, and stakeholder coordination. Unanimous approval was given from the Bradenton City Council with the preparation of construction documents and permitting drawings.

TOM BENNETT PARK ♦ MANATEE COUNTY, FLORIDA

Provided master plan design and renderings for the public meeting process. Substantial environmental restoration of the waterfront was key to the project's success. Key design elements included a civic open space, amphitheater, several miles of trails and waterfront promenades, active recreation fields, a community building, and interpretive signage highlighting the significant environmental restoration of that project.

EMERALD TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Served as senior project manager for segment #1 construction and segment #2 design of a multi-modal trail system in the urban core. This expansive trail network, spanning about 30 miles, connects 14 historic neighborhoods to downtown, creeks, the St. Johns River, 16 schools, two colleges, and 21 parks, with numerous other amenities and businesses. An additional 13 schools and 17 parks are nearby.





Clayton Walley, L.S., PSM VP Florida Land Survey

Licenses

Licensed Surveyor in Florida (LS7209)

Education

- A.A.S. Industrial Engineering Technology, Paul D Camp Community College
- BS Business, Project Management, University of Phoenix

Years Experience: 25 years overall, 6 years with Alliant.

Mr. Walley has over 25 years of land surveying experience. Clayton has provided survey services in numerous states, his expertise includes largescale boundary and topographic surveys, construction staking, and as-built surveys. Clayton is skilled in project management, GPS mission planning and execution, low altitude UAV data acquisition, and CAD. He is well-versed in all aspects of surveying and project management.

TOPOGRAPHIC SURVEY OF BLACK BRANCH CREEK & HYMON CIRCLE ♦ CITY OF BUNNELL, FLORIDA

Utilizing UAV technology as well as conventional methods to collect data and provide a survey for design. This project focused on drainage to improve localized flooding.

RIVER GLEN SUBDIVISION ♦ NASSAU COUNTY, FLORIDA

Oversight of plating for four new phases of existing subdivision

SR 100 MOODY BOULEVARD ROUTE SURVEY / TOPOGRAPHIC SURVEY ♦ CITY OF BUNNELL, FLORIDA

Oversight of 5,000 LF ± route survey for utility design.

VILLAGE PARK SUBDIVISION ♦ CLAY COUNTY, FLORIDA

Survey Oversight of a six-phase subdivision currently in the beginning of phase 3.

LIFT STATION SITES FEMA OVERSIGHT ♦ FLAGLER COUNTY, FLORIDA

Survey the rehabilitation and generator addition of 20 lift stations.

PECAN PARK ROAD ♦ CITY OF JACKSONVILLE, FLORIDA

Survey Manager on this project that will add extra traffic lanes and add new infrastructure while raising the overall elevation of the roadway. Responsible for QC field work including construction stake out, as-built collection, coordinating settlement monitoring, monitoring of bridge structure, and overall project fluidity. Held regular field meetings with CEI to discuss settlement plate monitoring results.

A1A / MAY STREET ♦ CITY OF ST. AUGUSTINE, FLORIDA

Survey Manager on this project that rebuilt the intersection with new infrastructure. Responsible for coordinating crews and scheduling. QC field work including construction stake out, as-built data collection, and monitoring structures for movement and settling. Regularly met with CEI on settlement monitoring results to ensure procedure and protocol.

AIRPORT ROAD EXTENSION TO PECAN PARK ROAD ♦ CITY OF JACKSONVILLE, FLORIDA

Senior Surveyor on this roadway project to connect the existing Airport Rd. to Pecan Park Rd. This project was comprised of roadway layout, settlement monitoring and included one CIP bridge.

JAXPORT INTERMODAL CONTAINER TRANSFER FACILITY ♦ CITY OF JACKSONVILLE, FLORIDA

Senior Surveyor container transfer facility to assist JAXPORT with logistics and container handling. Consisted of over 4 miles of track over 10-acres of hardscape.





Joe Brinson, PWS Environmental Senior Project Manager

Licenses

Professional Wetland Scientist

Education

 BS, Forest Resource Management / Forest Biometrics, University of Georgia

Years Experience: 27 years overall, 2.5 years with ECS, Florida LLC.

Mr. Brinson is an Environmental Senior Project Manager for ECS and has more than 26 years' experience in wetland permitting, species, timber assessments, greenbelts, and tree/arborist services. His responsibilities include the daily management of all phases of environmental, including proposal preparation and review, environmental compliance (Spec/NPDES), budgeting daily and ongoing activities, preparation and review of reports, client interaction, invoicing, and marketing.

TOWN CENTER BOULEVARD PROPERTY ♦ CITY OF PALM COAST, FLORIDA

Project Manager, ECS completed an ecological study with the purpose to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

DIX ELLIS TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation study to evaluate jurisdictional wetlands and/or protected wildlife species and their habitats.

BEAUTYREST AVENUE PROPERTY ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed an Ecological Due Diligence with Cultural Resource Assessment Report (CRAS). The purpose of the field visit was to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

FIRST COAST EXPRESSWAY ♦ MIDDLEBURG, CLAY COUNTY, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation and preliminary threatened and endangered species survey. The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

BAINBRIDGE NOCATEE PARKWAY PROJECT ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation and preliminary threatened and endangered species survey. The purpose of the field visit was to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and/or habitat on the site and its relevant surroundings.





Brett H. Harbison, PEDirector of Transportation & Geotechnical Services and Principal Engineer

Licenses

- Professional Engineer, Florida (74679)
- Professional Engineer, Georgia (PE37919)

Education

- BS, Civil Engineering, Florida State University (FSU)
- Graduate Courses, University of Central Florida

Years Experience: 16 years overall, 5 years with Meskel & Associates Engineering, PLLC

Brett has more than 18 years of field, laboratory, and geotechnical analysis experience throughout Florida. He manages the entire geotechnical process which includes drilling, laboratory testing, and analysis for numerous Florida Department of Transportation (FDOT) projects. Brett is experienced

in both Design-Bid-Build and Design-Build FDOT project delivery methods. As a Certified Smartpile EDC system user, he has provided dynamic load testing services on numerous pre-stressed, pre-cast concrete driven piles on bridge foundation project throughout Florida.

MONCRIEF PEDESTRIAN BRIDGE REPLACEMENT ♦ CITY OF JACKSONVILLE, FLORIDA

Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the pedestrian bridge. The main span and extended ramps will be supported on 54-inch non-redundant drilled shafts. The existing bridge was approximately 70-75 feet long, the replacement bridge will be about the same.

FDOT DISTRICT 2, I-95 NASSAU RIVER BRIDGE IMPROVEMENTS ♦ DUVAL / NASSAU COUNTY LINE, FLORIDA

Foundation/Geotechnical Engineer of Record/Project Manager responsible for field coordination, laboratory shear strength testing, rock core strength testing, and geotechnical analysis to support design and construction of non-redundant drilled shafts to support crutch bents proposed for the existing I-95 north and southbound bridges. Brett directed field crews and staff in performing 24 Standard Penetration Tests (SPT) borings in tidally inundated project area using amphibious and sound barge platforms. Borings were advanced to depths of 125 feet below the river mudline. Static axial shaft capacities were estimated to determine anticipated shaft tip elevations. Engineering reports were prepared including drilled shaft analysis, soil parameter recommendations for lateral analysis, and shaft installation construction recommendations.

CITY OF JACKSONVILLE (COJ) NORTHBANK BULKHEAD REPLACEMENT ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Engineer responsible for coordinating the geotechnical exploration to replace the existing bulkhead along the northern bank of the St. Johns River in downtown Jacksonville extending between the Fuller Warren Bridge and Liberty Street. The project included constructing a new bulkhead wall in front of the existing bulkhead and installing anchors thru the existing bulkhead. Scope of Work included land and waterside SPT borings, rock coring, laboratory testing, and engineering analysis for the design and construction of the new bulkhead and anchors.

CITY OF JACKSONVILLE (COJ) SIDEWALKS AND PEDESTRIAN IMPROVEMENTS ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Project Manager, services for projects under this contract consist of geotechnical exploration and engineering analysis for tasks such as new sidewalks, drainage improvements, culvert extensions and replacement, and retaining walls. The geotechnical exploration included mobilizing our truck-mounted drill rig to city roads and highways. Following subsurface exploration, laboratory testing, and geotechnical engineering analysis, we provided geotechnical recommendations and site preparation recommendations. These recommendations included clearing and stripping, temporary groundwater control, soil parameters for culver design, excavation protection, and structural backfill for compaction of structural backfill.

LONNIE MILLER SR. REGIONAL PARK STRUCTURES & PEDESTRIAN TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Engineer for park improvements proposed to include multiple new courts, multi-use fields, playgrounds, pavilions, new parking areas, elevated boardwalks, restroom, and concession facilities, 2-story concrete scorer's building and 2,700 LF of asphalt surfaced pedestrian trail. Geotechnical explorations were performed. Reporting was presented with design recommendations for shallow foundations, groundwater control and underdrain recommendations for field areas along with construction of asphalt pavement base and structural courses for the trail system. Site preparation and earthwork recommendations included clearing and stripping, removal and replacement of deleterious soils/debris encountered, temporary groundwater control, and placement/compaction of fill and backfill soils.



REPRESENTATIVE PROJECTS

Shadow Crest at Rolling Hills Community Development District Phases 3B and 3C, Green Cove Springs, Florida



Project Owner's Information

Project OwnerPoint of ContactContact No.Rolling Hills Community Development
DistrictMarilee Giles(904) 940-5850 x 412

Community Development District (CDD) constructed by bond issuance infrastructure to support a 247-lot single-family platted phase of the community. Mr. Schofield is the acting District Engineer for this part of the project and is also the Engineer of Record.

This project required coordination with the primary CDD engineer to coordinate ongoing construction of a prior phase of the project Shadow Crest, being adjacent to Rolling Hills. Construction ran concurrently so both Engineer's attended each monthly board meeting to give updates on each respective project. The prior phase included construction of a lift station to receive effluent from both projects.

Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoice and pay requests to ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for the Shadow Crest phase of the district full planned build-out.



Reverie at Palm Coast Subdivision

Palm Coast, Florida



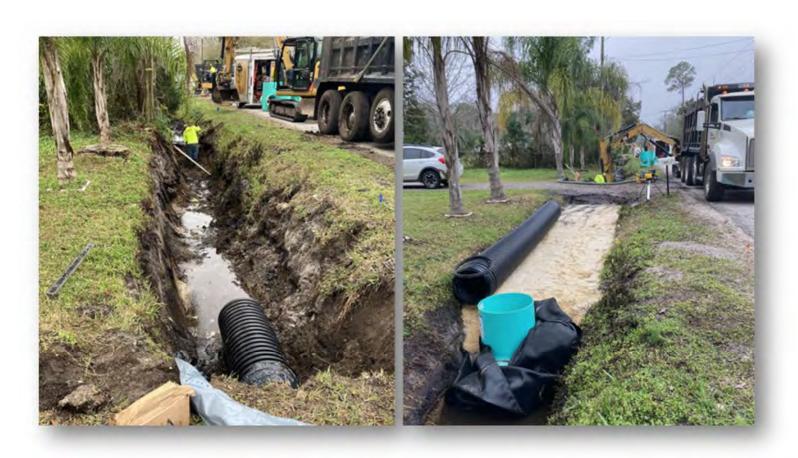
Project Owner's Information

Project Owner	Point of Contact	Contact No.	
Sunbelt Land Management	Ken Belshe	(386) 986-2411	

Alliant is the Engineer of Record for complete design and permitting of 421 home Community Development District residential subdivision. Provided all aspects of oversight and design. Provided Certified Engineer's Report including cost estimating for the CDD.



Westside Sewer Improvements, Phase 1 City of Bunnell, Florida



Project Owner's Information

Project Owner	Point of Contact	Contact No.
City of Bunnell	Dustin Vost, Infrastructure Director	(386) 437-7515

Alliant prepared and submitted a St. Johns River Water Management District (SJRWMD) REDI Grant Application on behalf of the city. The application was ranked #1 by the SJRWMD. The project consisted of sanitary sewer CIPP lining, lift station upgrades, and regional storm sewer and swale improvements to address ongoing flooding issues in the Dean Road neighborhood.



City of Bunnell Slip Lining Rehabilitation

City of Bunnell, Florida

Project Owner

Alliant completed and submitted a SJRWMD REDI Grant Application on behalf of the City of Bunnell, FL. The project was funded by the SJRWMD and City funds, Alliant performed a 1.1-mile route survey along SR 100 (Moody Blvd.) in the City from Grand Reserve Parkway to North Palmetto Street. This required deed research for all adjacent properties along the route including FDOT right-of-way. Alliant also designed and prepared bid documents for a reclaimed water main.



Project Owner's Information

Point of Contact

City of Bunnell	Dustin Vost, Infrastructure Director	(386) 437-7515
	Firms Involved with This Project	
Firm Name	Firm Location	Role
Alliant Engineering, Inc.	Jacksonville, Florida	Project Engineer
Alliant Florida, Inc.	Jacksonville, Florida	Land Surveyor

Contact No.



Sweetgrass Apartments, Phase 1, Enhanced Landscape St. Mary's, Georgia



Project Owner's Information

Project Owner	Point of Contact	Contact No.	
Sweetgrass Acquisition, LLC	Ron Buckley	(904) 247-5334	

Sweetgrass is a 150-acre master planned development located in St. Mary's GA for Tierra Linda Development, LLC. Sweetgrass is comprised of 312 class A multi-family units, 194 townhomes, 143 single family homes and 212,600 SF of commercial space. Working in collaboration with the client, architect, and interior designer, the Sweetgrass project will be home to approximately 650 families in walkable, mixed-use neighborhoods that provide not only housing but places for working, shopping, recreation, and civic engagement. The team's services included project management for the enhanced landscape design, irrigation, neighborhood clubhouse, and amenity area which included the clubhouse pool deck, shade structures, outdoor kitchen, landscape architecture, hardscape, site electrical engineering (managed sub), mail kiosk, design of the neighborhood entry monument, security gate, dog park and all site civil

Firms Involved with This Project

Firm Name	Firm Location	Role	
Alliant Engineering, Inc.	Jacksonville, Florida	Project Engineer	
Alliant Florida, Inc.	Jacksonville, Florida	Land Surveyor	



Trout Creek Community Development District

St. Johns County, Florida



Project Owner's Information

Project Owner	Point of Contact	Contact No.	
Trout Creek Community Development	Melissa Dobbins	(904) 436-6240	
District			

ECS Florida, LLC completed an Arboriculture Assessment for the landscape and tree decline predominantly live oaks with a few magnolias. ECS understood the trees started to decline approximately two years after they were planted. The scope of work included assessing the current condition of landscaping trees along Shearwater Parkway to determine whether conditions required removal and recommend and appropriate course of action for remediation. Investigative methods used were visual inspection of roots and tree, soil pH and nutrient analysis, root excavation, general leaf density analysis, irrigation water pH testing and bulk density testing of the soil.

Firms Involved with This Project

Firm Name Firm Location Role

ECS Florida, LLC Jacksonville, Florida Environmental



Tapestry Westland Village Jacksonville, Florida



Project Owner's Information

Project Owner	Point of Contact	Contact No.
Arlington Properties	Trey Barnes	(205) 397-6834

This property is a 28-acre luxe apartment community located in Jacksonville, FL at the intersection of Collins Road and Plantation Bay Drive. This project included performing a geotechnical exploration, laboratory testing program, and engineering analysis to assist the design team with the design of twelve 3-story residential buildings, a single-story clubhouse, lift station, pool, and dog park. Our analysis included providing recommendations for the construction of shallow foundations and a wet well structure.

Borings: 16 SPT, 16 Hand Augers

Total Feet: 533 LF (9 SPT to 30 feet, 4 SPT to 20 feet, 1 SPT to 25 feet, 5' sampling intervals) (16, 6-foot hand augers, 1 foot sampling intervals).

Samples: 223

Firms Involved with This Project

Firm Name	Firm Location	Role
ECS Florida. LLC	Jacksonville, Florida	Environmental



			Involv	ement	in Exan	nple Pro	jects	
Names of Key Personnel	Role in This Contract	1	2	3	4	5	6	7
David R. Landing, PE	Client Manager	Χ		Х	Х		Х	
Andrew Mansen, PE	Project Manager	Х		Х	Х		Х	
Joseph Schofield, PE	Senior Civil Engineer	Х		Х	Х			
Adam Oestman, PE	Production Manager		Х					
David Schmidt	Director of Landscape Architecture					Х		
Joe Brinson, PWS	Professional Wetland Scientist						Х	
Brett Harbison, PE	Director of Transportation & Geotechnical Services							Х
Clayton Walley, LS	Land Surveying					Х	Х	Х

Example Project Key

Number	Title of Project	Number	Title of Project
1	Shadow Crest at Rolling Hills CDD (Ph. 3B & C)	6	Trout Creek Community Development District
2	Reverie at Palm Coast	7	Tapestry Westland Village
3	Bunnell Westside Sewer Improvements	8	
4	Bunnell Slip Lining Rehabilitation	9	
5	Sweetgrass Apartments, Ph. I Enhanced LS	10	



FIRM LICENSURE AND PREQUALIFICATIONS

Alliant is licensed to perform professional engineering in the state of Florida and is certified with the Florida Department of State as an S-Corporation. A copy of the firm's licenses and key staff licenses can be found in Appendix A.

No judicial or administrative agency or qualification board has ever investigated Alliant or any of its employees. Neither Alliant nor any Alliant employee, including its engineers has ever received prior adverse decision or settlement relating to a violation of ethical standards.

OTHER TECHNICAL SKILLS REFERENCE

- ▶ 6.1 Traffic Engineering Studies
- ▶ 6.2 Traffic Signal Timing
- ▶ 6.3.1 Intelligent Transportation Systems Analysis and Design
- ▶ 6.3.2 Intelligent Transportation Systems Implementation
- ▶ 6.3.3 Intelligent Transportation Traffic Engineering Systems Communications
- > 7.3 Signalization
- ▶ 8.1 Control Survey
- 8.2 Design, Right-of-Way, and Construction Surveying
- 8.4 Right-of-Way Mapping

AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE
(heis	April 25, 2025
NAME AND TITLE	
Curt Wimpee, PE/VP Southeast Region	



To full address the criteria requested in the RFQ, we offer the following additional information. This further demonstrates Alliant Engineering's expertise and capabilities to perform all work that is anticipated under contract as the District Engineer.

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

Alliant Engineering, Inc. (Alliant) offers professional design and project management services in municipal infrastructure, land development, transportation, traffic engineering, design-build, structural, landscape architecture, and surveying. Alliant's backbone is a professionally diverse group of talented professionals dedicated to providing quality design, management, and construction services. Established in 1995, Alliant has provided 29 years of professional engineering services to a broad range of public and private clients. Our collaborative team approach and integrated management style allows us to efficiently complete projects while providing a high level of quality. We bring value to our clients by combining unmatched civil engineering, expertise, and innovation.

In addition to being highly qualified for this work, we have intricate knowledge of the infrastructure challenges within smaller communities. Our key staff for this project team are experts in their disciplines and well suited to provide the continuing engineering services required of your District Engineer.

At the program level, we have the following critical roles:

- Project / Quality Manager Responsible for building project teams tailored to meet project goals, provide ongoing project oversight, and be the primary point of contact for the district. David R. Landing, PE was selected to be Project Manager because in addition to having 27 years in the industry, he understands how to make CDD projects successful. As Project Manager, David will be handling the district meetings and managing the construction/engineering services.
- ▶ He will also ensure all team members are trained in the Alliant Quality Management Process and verifying that quality processes are followed on individual projects. Curt Wimpée, PE, will be our Quality Manager.
- Assistant Project Manager Responsible for identifying team members for individual work orders and ensuring uniformity in format and standards between projects. This individual is also an expert technical resource for project teams.

Our team is organized to execute work orders quickly and ensure quality and timely delivery



Project / Client Manager

David R. Landing, PE



Assistant Project Manager

Andrew Mansen, PE



CERTIFIED MBE

Alliant's teaming partner **Meskel & Associates Engineering** (MAE) is a certified Women owned DBE and JSEB based in Jacksonville, FL with additional office in Lake City and Tampa. They specialize in geotechnical engineering, drilling, and laboratory testing services. MAE's certifications are included at the end of this form.

WILLINGNESS AND ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

At Alliant, we take pride in delivering complex projects on difficult timelines. This can only be accomplished through great project management and a sound project approach. Open, honest, and timely communication with the District, stakeholders, and potential subconsultants is the key to project success.

We will facilitate all formal reviews in an organized and timely manner to keep the project moving forward. We will also conduct progress meetings to efficiently provide updates and to discuss design issues that are crucial to the schedule for both the district and the project team. Our Quality Management Plan (QMP) will be revised to be specific to each project and will be followed throughout the design.

For a project to be efficient, not only does the engineering and project management need to be effective, understanding the permitting agencies and maintaining those key relationships is a necessity. Alliant has performed a multitude of projects and has both the expertise of dealing with the appropriate permitting agencies as well as maintaining those relationships needed to be efficient with complex projects. Alliant has developed relationships over the years with subconsultants as well as contractors. We have the expertise and knowledge to develop designs to help minimize cost to our clients during construction. This can be done because of our knowledge of building systems and construction techniques. Anticipation of construction techniques and communication with contractors during design are key elements to and effective cost savings project approach.

COMMUNICATION WITH THE DISTRICT

Fast-tracked projects require intense and continuous communication and collaboration with the district and their oversight team. Alliant will establish a draft meeting schedule for discussion at the kickoff meetings. We envision three levels of meetings: Design Review, Over-the-Shoulder Review and Progress Meetings.







DESIGN REVIEW

Alliant's teaming partner Meskel & Associates Engineering (MAE) is a certified Women owned DBE and JSEB based in Jacksonville, FL with additional office in Lake City and Tampa. They specialize in geotechnical engineering, drilling, and laboratory testing services. MAE's certifications are included at the end of this form.

OTSR

OTSRs will be scheduled in between the major milestones. These informal design reviews will allow the district to be kept abreast of and have input into the design as it is progressing. The intent of these meetings is to present "in-progress" plans to the district to discuss specific issues where decisions are required that may impact schedule. OTSRs may also include key stakeholders as appropriate. It is envisioned that most OTSR meetings would be face-to-face.

PROGRESS MEETINGS

We will use frequent progress meetings to keep the district's team fully informed and involved in all aspects of the project. These meetings serve as a forum to address issues, hot topics, and identify action items that need to take place. The meetings can also serve as mini "over-the-shoulder" design review for portions of the project to get instant feedback from the district regarding any issues. We consider these meetings to provide collaboration on the fly" and use them to present all key components of the design prior to the actual submittal. This approach ensures that the district is part of the decision making, reducing the risk of surprises and potential rework.

Most meetings will include an agenda, meeting minutes, and action item log. The minutes and action item log can be shared internally with Alliant's team, and with the district staff to inform people not at the meeting of decisions and action items that were identified.

In addition to regularly schedule meetings, we will establish the systems and protocols for easy sharing of electronic files to assist with design collaboration and review.





RECENT, CURRENT, AND PROJECTED WORKLOADS

Alliant is dedicated to client satisfaction which means we must honor schedule commitments. To that end, we regularly assess our workload and plan for growth by keeping our staff level above our immediate needs. This enables us to keep quality and responsiveness at the highest level. **David R. Landing, PE** can allocate the support staff and resources to easily meet any schedule. A project schedule will be developed at the onset of each opportunity received from the district. That schedule will be developed by working in concert with the major stakeholders. The appropriate Alliant team members will then be assigned responsibilities and deadlines to produce deliverables. We will work with district staff for a full understanding of the scope and expectations so we can provide a service that exceeds expectations.

Alliant project managers meet each week to discuss current workload and staffing needs. We maintain a high-level project design schedule that tracks the expected level of project commitments per month compared to the available staffing. At our project manager meetings, we discuss project specific needs and upcoming deadlines to determine if the current staffing is appropriate or if changes will be required to ensure that schedules are met.

Exhibit 2 below illustrates the estimated time allotment that each of the key members can contribute now. These percentages will fluctuate from week to week based on external influences, but resources will be concentrated when needed to complete specific tasks or address project needs as critical items dictate.

CONSULTANT'S PAST EXPERIENCE AND PERFORMANCE

The Alliant team has the experience and expertise required to provide high quality professional services to the district. We would be honored and excited to work with you on future projects as we have with several municipalities in the past including the following:

Alliant has been serving the southeast region from our Jacksonville, Florida office since 2015. During that time, we have partnered with cities throughout Florida to address civil engineering needs through on-going contracts. Curt Wimpée, PE is Alliant's Southeast Regional Manager with over 26 years of experience.

In 2017, Alliant was selected to provide city wide civil engineering services for the City of Bunnell, FL. From the onset of services, Alliant has worked with the city to obtain over 2.5 million dollars in grant funding to develop their reclaim watermain infrastructure, alleviate stormwater flooding in low lying areas and cast in place (CIPP) lining of their gravity sewer infrastructure. Alliant has worked diligently to provide excellent service to the City's staff during the design and construction administration of these projects. These efforts have earned trust and confidence leading to the City's election as their City Engineer and City Surveyor respectively. We continue to consult with the city on a daily / weekly basis to support their ongoing engineering and surveying needs.

That same year, Alliant was selected to provide Professional Engineering Services to St. Johns County, FL. Alliant is currently working with staff to target their specific project needs.

Exhibit 2 - Projected Schedule

Staff		20%				40%			60%			80%				100%			
Project Manager																			
Senior Engineer/Quality Assurance																			
Water Resources																			
Professional Land Surveyor																			
Roadway Design																			
Construction and Inspection																			
Contract Administration																			

Percent Committed CDD Excess Availability



In 2018, Alliant was selected to provide city wide engineering services for the City of Flagler Beach, FL. Alliant assisted the City of Flagler Beach in receiving 1million dollars of grant funding to provide CIPP lining for over seven miles of their gravity sewer infrastructure. Alliant continues to provide these services and will show through this proposal that we work hard to exceed expectations in everything we do.

In 2020, Alliant was selected to provide professional engineering services to the City of Atlantic Beach, FL. Alliant worked with the Public Works Director to evaluate their existing maintenance building and provided recommendations and associated costs to the City Commission for either repair or replacement.

In 2023, Alliant was selected to provide general engineering services to the Tison's Landing Community Development District.

In 2024, Alliant was selected for the Ridgewood Trails, Oakleaf Town Center, Bartram Park, and the Trails Community Development Districts.

In 2025, Alliant was selected for the CrossCreek Community Development District. Alliant is thrilled to facilitate expansion of our clients into the Community Development Districts.

VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY THE DISTRICT:

Alliant Engineering, Inc. has not previously performed work for the district.

TECHNICAL EXPERIENCE – IN ADDITION TO THE REQUESTED SERVICES IN THE RFQ, ALLIANT ALSO PROVIDE THE FOLLOWING SERVICES:

Land Planning:

Land planning begins with our ability to understand the big picture. Our goal is to be respectful stewards of our environment, achieve the highest and best use of the land and position it for the best return on investment. Developing a client's vision for the spatial use of a site is a passion for us. We understand that planning determines the return on eventstment through efficient allocation of programming, presentation of features, and quality circulaiton. We bring experience and knowledge of navigating land use codes, writing land development guidelines and creating sustaining thriving communities.

Our Land Planning Services Include:

- Site Feasibility Studies
- Field Investigation & Due Diligence
- Highest & Best Use Master Planning
- Park Planning
- Urban Planning
- Mixed-Use Town Centers
- Waterfront Projects

Landscape Architecture:

A particular fusion happens during landscape design. In every detail from the sense of arrival to each major gathering space and every transition in between, our passion for creating unique and engaging outdoor environments brings personality to every project.

Our Landscape Architecture Services Include:

- Tree Preservation & Mitigation Plan Preparation
- Landscape Code Minimum Plans
- Community Garden Design
- Hardscape Design
- Swimming Pool & Water Park Design
- Night Lighting Design

- Neighborhood Amenities
- Entry Monuments
- Parks
- Neighborhood Trails
- Streetscape Design
- Water Feature Design
- Planting
- Irrigation Design

Land Surveying:

Alliant is committed to providing accurate information expediently, whether it is a next-day service construction staking or producing a final plat though the public approval process. We provide a full range of surveying services for our clients in both the public and private sectors. Surveying is often one of the first requirements of a project and it is usually one of the last services at project completion.

We ensure accurate and agile land survey services for all projects.

Our Land Surveying Services Include:

- Boundary Surveys
 - ALTA/NSPS Land Title Surveys
 - Certificate of Survey
- Topographic Surveys
 - Design Locations/Existing Conditions Survey
 - Hydrographic Survey
 - Underground Survey (Utilities, Areaways)

- Record Surveys
 - Subdivision (Plat, RLS, CIC, Right-of-Way Plat)
 - Memorial Plat
- Construction Surveys
 - Establish Horizontal and Vertical Site Control
 - Staking horizontal and Vertical Site Control
 - Volume Measurements



CONSTRUCTION ADMINISTRATION:



Alliant Engineering offers Construction Administration services to developers and municipalities through the construction phase of projects we design. During this phase our team will coordinate with contractors and consultants to monitor and review the progress of construction.

Construction Administration Services

- Consultant Coordination and Project Management
- Client Representation
- Submittal Package Review
- Construction Phase Permitting
- Change Order Review and Approval

GRAPHIC DESIGN:

Representing the identity of a project is essential to many aspects, from marking collateral to identity monument signs and wayfinding directional signage. Our graphics department excels in color artistry, marketing presentations, and community sign design with the intent to ensure the best delivery of every message to its audience.

Graphic Design Services

- ▶ Project Icons & Logos
- Neighborhood Identity Signs
- Exterior Signage
- ► Street & Public Signage
- Wayfinding Signage
- Promotional & Marketing Products
- Perspective Renderings

TRAFFIC:

Alliant is sought after for delivery of large scale, complex transportation projects. Our team is dedicated to improving safety and mobility for the traveling public whether on foot, bike, bus, or in a motor vehicle. Our experienced and diverse traffic engineering team allows us the ability to provide a wide range of services to public and private sector clients. We have the depth and staff resources to manage a deep workload and provide the best service, responsiveness, and quality product every agency deserves. These contracts span many service areas for clients similar to the CDD.

Traffic Services

- Traffic Design
- ► Traffic Sign Interconnect
- ► ITS
- Traffic Modeling
- Traffic Impact Studies
- Intersection Corridor Network Operations
- ► Traffic Signal Design
- Transportation and Traffic Studies
- Traffic Signal Timing and Arterial Analysis
- Traffic Signals and Foundations
- ▶ Traffic Counting

REFERENCES:

Flagler Beach

Dave Taylor

(386) 986-7158

dtaylor@cityof flaglerbeach.com

City of Palm Coast

Stephen Flanagan

(386) 986-2354

SFlanagan@palmcoastgov.com

City of Atlantic Beach

Scott Williams

(904) 247-5834

⊠ swilliams@coab.us

City of Bloomington, MN

Kirk Roberts

2 (952) 563-4914

☑ roberts@bloomingtonmn.gov



FIRM LICENSURE AND PREQUALIFICATIONS:

Alliant is licensed to perform professional engineering and landscape architecture in the State of Florida and is certified with the Florida Department of State as an S-Corporation. A copy of the firm's licenses and key staff licenses can be found at in Appendix A.

No judicial or administrative agency or qualification board has ever investigated Alliant or any of its employees. Neither Alliant nor any Alliant employee, including its engineers has ever received prior adverse decision or settlement relating to a violation of ethical standards.

OTSR	
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
6.3.1	Intelligent Transportation Systems Analysis & Design
6.3.2	Intelligent Transportation Systems Implementation
6.3.3	Intelligent Transportation Traffic Engineering Systems Communications
7.3	Signalization
8.1	Control Surveying
8.2	Design, Right-of-Way, and Construction Surveying
8.3	Right of Way Mapping



Exhibit 3 - Location Map



Alliant's Jacksonville Office:

10475 Fortune Parkway, Suite 101 Jacksonville, Florida 32256

We are located on the south side of Jacksonville, just off Philips Highway, approximately 12 minutes away from the Coastal Ridge Community Development District. Office location is important during permitting and construction to ensure timely responses.



Alliant Engineering, Inc.						AR ESTABLISHED 95	D	
	ortune Parkway,	Suite 101				0	WNERSHIP	
1047510	rtune i arkway,	Outc 101			TYP	PE		
Jacksonv	ille, Florida 322	56			Co	orporation		
					SM	ALL BUSINESS STATUS		
David R.	Landing, PE, Qu	ıality Manager			N/	Α		
						ME OF FIRM		
(904) 513	3-3218	dlandi	ng@allian	t-inc.com	All	iant Engineering, Inc	D	
	FMPI	OYEES BY DISCII	PLINE		PI	ROFILE OF FIRM'S EXF REVENUE	PERIENCE AND ANNU FOR LAST 5 YEARS	AL AVERAGE
Function				Employees	Profile	Fire		Revenue
Code		pline	Firm	Branch	Code	·	erience	Index Number
02	Administrative		18	3	E10		atural Resource Map	4
08	CAD Technician	า	7	1	H07	Highways		8
12	Civil Engineer		55	9	H11	Housing		7
15 16	Construction In	•	5 1	0	104 L03	ITS Landscape Architec	21110	6
23	Construction M		2	0	P05	Planning	cture	5
38	Land Surveyor	Scientist	13	0	S09	Structural Design		4
39	Landscape Architect		6	2	S10	Surveying		7
47	Planner			0	T03	Traffic & Transporta	tion Engineering	7
57	Structural Engir	Structural Engineer		0		·	<u> </u>	
60	Transportation	Engineer	61	1				
62	Water Resource	es Engineer	3	0				
		TOTAL	475	40				
ANINII	 AL AVERAGE PRO	TOTAL:	175	16				
RE	VENUES OF FIRM revenue index nu	1 FOR LAST 3 YEA	RS		PROFES	SIONAL SERVICES RE	VENUE INDEX NUMBI	ΕR
			11161111		4			.
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c. Total	Work	9		3.\$250,000 to less than \$500,000 8. \$10 million to less than \$25 millio				
				4.\$500,00	0 to less t	than \$1 million 9.	\$25 million to less tha	n \$50 million
				5.\$1 millio	on to less	than \$2 million 10.	\$50 million orgreater	
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SIGNATURE	1						DATE	
	1111							
	1/10	2					April 25, 2025	
NAME AND	TITLE	1						
0	npee, PE / VP So	/ Post						



Alliant Florida, Inc.						ESTABLISHED)		YEAR ESTABLISHED 83-2802440)
10475 Fortune Parkway, Suite 1		OWNERSHIP							
Jacksonville, Florida 32256				T	ГҮРЕ				
Clayton Walley, Vice President	Florida I	and Surve	v		SMALI N/A	L BUSINESS STATUS	3		
(904) 900-3507		y@alliant-	-		NAME OF FIRM				
EMPLOYEES			1110.00111		PRC			ENCE AND ANNUA R LAST 5 YEARS	AL AVERAGE
Function		Number of	Employees	Profile	e				Revenue
Code		Firm	Branch	Code	e		Experienc	e	Index Number
08 CAD Technician		5	S10	S10		Surveying			6
38 Land Surveyor		21							
	TOTAL:	26							
ANNUAL AVERAGE PROFESSION REVENUES OF FIRM FOR LA		PROFE	ESSI	ONAL SERVICES	S REVEN	IUE INDEX NUMBE	:R		
a. Federal Work	1		1.Less than \$100,000 6. \$2 million to less than \$5 million					\$5 million	
b. Non-Federal Work	6		2.\$100,000 to less than \$250,000 7. \$5 million to less than \$10 million					\$10 million	
c. Total Work 6			3.\$250,000 to less than \$500,000 8. \$10 million to less than \$25 million					n \$25 million	
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AUTHORIZED REPRESENTATIVE									
SIGNATURE DATE									
(1/10:3								April 25, 2025	
NAME AND TITLE									
Curt Wimpee, PE / VP Southeas	t Region	1							



Meskel & Associates Engineering, PLLC						YEAR ESTABLISHED YEAR ESTABLISHED 2008 DVZYP4E9Q3			
							WNERSHIP		
3728 Ph	nilips Highway, Su	ite 208					WINELIOTHI		
lackson	ville, Florida 3220	17				TYPE S-Corporation			
Jackson	171110, 1 101100 0221	, , , , , , , , , , , , , , , , , , ,				ALL BUSINESS STATUS			
Antoine	tte D. Meskel, PE,	President, Pri	ncipal Eng	ineer	W	WOSB, SB, DBE: NAICS 541330, 541380, 541920			
					NAME OF FIRM				
(904) 51	9-6990	tina@ı	meskeleng	gineering.co	om				
	EMPLO	DYEES BY DISCI	PLINE		Р	ROFILE OF FIRM'S EXF REVENU	PERIENCE AND ANNU E FOR LAST 5 YEARS	AL AVERAGE	
Function	Discip	line	Number of	Employees	Profile	Expe	erience	Revenue	
Code 02	Administrative	-	Firm 6	Branch	Code E02	Education Facilities,		Index Number	
02	CAD Technician		1		E02	Environmental Impact S		0.5	
15	Construction Inspe	ctor	5		E12	Environmental Reme		0.5	
27/55	Foundation/Geotec		7		E13	Environmental Testin		0.5	
30	Geologist		1		H07		eld Paving, & Parking Lots	3	
48	Project Engineers		5		O01	Office Buildings & Inc	lustrial Parks	0.5	
58	Technician/Analyst		6		P12	Power Generation, Tran	smission, & Distribution	0.5	
	Engineering Intern Drillers		2		R04	94 Sewage Collection, Treatment & Disposal		1.5	
			8		S04			1	
					S05	Soils, Geotechnical Studies, & Foundations		4	
					S07	Solid Wastes, Inciner	•	1	
					T02	Testing & Inspection		3	
		TOTAL:	41		W02 W03	Water Resources, Hydro Water Supply, Treatm		2	
R	UAL AVERAGE PRO EVENUES OF FIRM t revenue index nui	FESSIONAL SEF FOR LAST 3 YEA	RVICES			SSIONAL SERVICES RE		1	
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b. Non-	Federal Work	7		2.\$100,000 to less than \$250,000 7. \$5 million to less than \$10 millio					
c. Tota	l Work	7		3.\$250,000 to less than \$500,000 8. \$10 million to less than \$25 millio					
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SIGNATUR	E						DATE		
Ofu	me						April 25, 2025		
NAME AND) TITLE						Αριίι 20, 2020		
	tte D. Meskel, PE,								



Acksonville, Florida 32207 Acey Ruiz, PE, SI – Branch Manager Acey Ruiz, PE, SI – Branch Manager Acey Ruiz, PE, SI – Branch Manager BYPE Limited Liability Company SMALL BUSINESS STATUS N/A NAME OF FIRM ECS Florida, LLC PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS Function Code Discipline	ECS Flo	rida IIC					AR ESTABLISHED YEAR ESTABLISH 17 MNV/KO85H		
Authorities Type Type Type	ECS Florida, LLC					20	2017 MNVJKQ85HFG3		
Limited Liability Company SMALL Business status SMAL Business	11554 C	Davis Creek Cour	t			T) (F			
Rey Ruiz, PE, SI – Branch Manager 904) 519-6990 tina@meskelengineering.com EMPLOYEES BY DISCIPLINE PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS Function 02 Administrative 33 6 H11 Housing (Residential, Munit-Family, Apts., Condos) 8 60 Architect 2 H07 Highways, Streets, Arrifield Priving, Parking Lots 7 Construction Materials Manager 10 3 T02 Testing & Inspection Services 6 Dirliers 29 10 C10 Commendat Submiss Boverney, Tolonging Centers 6 Dirliers 19 4 W01 Werehouses & Depots Environmental Fochnician 29 10 C10 Commendat Submiss Boverney, Tolonging Centers 6 Environmental Fochnician 19 4 W01 Werehouses & Depots Environmental Fochnician 94 177 H10 Houses, Morates 19 H06 Houses, Morates 19 H07 Highways, Events, Arrifield Parking, Foundations 4 Hydrologist 101 Industrial Hydrige Houses, Morates 4 Hydrologist 101 Industrial Hydrigen, Manufacturing Plants 4 Hydrologist 101 Industrial Hydrigen, Manufacturing Plants 4 HProfessional Engineer 5 6 H09 Hospitals & Medical Facilities 4 Professional Engineer 5 6 H09 Hospitals & Medical Facilities 4 Professional Engineer 5 7 Foundation 1 4 A A06 Approxts, Terminals & Rengers, Freight Hondling 1 4 Professional Engineer 5 9 25 P02 Potroloum & Fuel (Storage & Distribution) 3 Soils Engineer 5 9 25 P02 Potroloum & Fuel (Storage & Distribution) 3 Soils Engineer 5 9 25 P02 Potroloum & Fuel (Storage & Distribution) 3 Soils Engineer 5 9 25 P02 Potroloum & Fuel (Storage & Distribution) 3 1 Less than \$100,000	Jackson	ville, Florida 322	07			Lir	nited Liability Company		
Second	Rey Ruiz	z, PE, SI – Branch	ı Manager						
PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS Revenue Indox Number 6	(904) 51	9-6990	tina@i	maskalan	dineering c				
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Discipline		EMPL	OYEES BY DISCI	PLINE		Pi			
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1						1	•		
CAD Technician		\			6	+			
Construction Materials Manager 10 3 T02 Testing & Inspection Services 6 Dritlers 29 10 C10 Commercial buildings (low rise), Shopping Centers 6 24 Environmental Scientist 19 4 W01 Warehouses & Depots 5 5 Environmental Technician 2 S05 Soils & Geologic Studies, Foundations 4 Field Technicians 94 17 H10 Hotels, Motels 4 4 Hydrologist 6 2 O01 Office Buildings, Industrial Parks 4 Hydrologist 6 2 O01 Office Buildings, Industrial Parks 4 Hydrologist 6 2 O01 Office Buildings, Manufacturing Plants 4 Hydrologist 101 Industrial Buildings, Manufacturing Plants 4 Hydrologist 4 Hydrologist 4 4 A06 Alprots, Terminals & Hangers, Freight Handling 4 Professional Engineer 25 6 H09 Hospitals & Medical Facilities 4 4 A06 Alprots, Terminals & Hangers, Freight Handling 4 Professional Engineer 25 6 H09 Hospitals & Medical Facilities 4 4 A06 Alprots, Terminals & Plants & Engineer 59 25 P02 Petroleum & Fuel (Storage & Distribution) 3 Soils Engineer 59 25 P02 Petroleum & Fuel (Storage & Distribution) 3 Soils Engineer 59 25 P02 Petroleum & Fuel (Storage & Distribution) 3 Soils Engineer 59 25 P02 Petroleum & Fuel (Storage & Distribution) 3 Soils Engineer 59 25 P02 Petroleum & Fuel (Storage & Distribution) 3 P07 Dining Halls, Clubs, Restaurants P07 Dining Halls, Clubs, P07 Dining Halls, Clubs, P07 Dining Halls, Clubs, P07 Din									
Dritlers	80		- wiele M			1	·		
24			erials Manager						
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Professional Engineer 25 6 H09 Hospitals & Medical Facilities 4 48 Project Manager 59 25 P02 Petroleum & Fuel (Storage & Distribution) 3 Soils Engineer R02 Recreation Facilities (Parks, Marinas, Etc.) 3 D07 Dining Halls, Clubs, Restaurants 3 E12 Environmental Remediation 3 S13 Stormwater Handling & Facilities 3 H06 Highrise, Air-Rights-Type Buildings 3 W03 Water Supply, Treatment & Distribution 3 ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) S13 Stormwater Handling & Facilities 3 W03 Water Supply, Treatment & Distribution 3 W04 Water Supply, Treatment & Distribution 3 TOTAL: 294 77 ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) S1 Federal Work 9 S1 Stormwater Handling & Facilities 3 W03 Water Supply, Treatment & Distribution 3 Water Supply, Treatment & Distribution 3 TOTAL: 294 77 ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE INDEX NUMBER (Insert revenue index number as shown at right) S2 Federal Work 9 S2 Stormwater Handling & Facilities 3 W03 Water Supply, Treatment & Distribution to less than \$5 million 5 S2 Total Work 9 S2 Stormwater Handling & Facilities 3 S4 Stormwater Handling & Facilities 4 S4 Stormwater Handling & Facilities 3 S4 Stormwater Handling & Facilities 3 S4 Stormwater Handling & Facilities 4 S4 Stormwater Handling & Facilities 3 S4 Stormwater Handling & Facilities 4 S4 Stormwater Handling & Facilities 4 S4 Stormwater Handling & Facilities 4 S4 Stormwater Handling & Facilities 3 S4 Stormwater Handling & Facilities 4 S4 Stormwater Handling	36	Industrial Hygiene					Schools & Universities		
48 Project Manager 59 25 P02 Petroleum & Fuel (Storage & Distribution) 3 Soils Engineer		Lab Technician		14	4	A06	Airports, Terminals & Hangers, Freight Handling		
Soils Engineer R02 Recreation Facilities (Parks, Marinas, Etc.) 3 D07 Dining Halls, Clubs, Restaurants 3 E12 Environmental Remediation 3 S13 Stormwater Handling & Facilities 3 H06 Highrise, Air-Rights-Type Buildings 3 W03 Water Supply, Treatment & Distribution 3 ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) A. Federal Work 3 1. Less than \$100,000 6. \$2 million to less than \$5 million 5. **Total Work 9 2. **\$100,000 to less than \$250,000 7. **\$5 million to less than \$10 million 4. *\$500,000 to less than \$1 million 9. **\$25 million to less than \$50 million 5. **\$1 million to less than \$25 million 10. **\$50 million or greater **AUTHORIZED REPRESENTATIVE** **BIGNATURE ADDITILE** **DATE April 25, 2025 **APME AND TITLE**		Professional Engir	neer	25	6	H09	Hospitals & Medical Facilities	4	
D07 Dining Halls, Clubs, Restaurants 3 E12 Environmental Remediation 3 St3 Stormwater Handling & Facilities 3 H06 Highrise, Air-Rights-Type Buildings 3 W03 Water Supply, Treatment & Distribution 3 TOTAL: 294 77 ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE SOF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) Federal Work 3 1.Less than \$100,000 6. \$2 million to less than \$5 million to Non-Federal Work 9 2.\$100,000 to less than \$250,000 7. \$5 million to less than \$10 million 4.\$500,000 to less than \$10 million 5.\$1 million to less than \$25 mill	48	Project Manager		59	25	P02	Petroleum & Fuel (Storage & Distribution)		
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H06 Highrise, Air-Rights-Type Buildings 3 Water Supply, Treatment & Distribution 3 TOTAL: 294 77 ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) a. Federal Work 3 1.Less than \$100,000 6. \$2 million to less than \$5 million 2.\$100,000 to less than \$250,000 7. \$5 million to less than \$10 million 2.\$100,000 to less than \$500,000 8. \$10 million to less than \$25 million 4.\$500,000 to less than \$2 million 9. \$25 million to less than \$50 million 5.\$1 million to less than \$25 million 10.\$50 million or greater AUTHORIZED REPRESENTATIVE DATE April 25, 2025						E12	Environmental Remediation	3	
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) a. Federal Work b. Non-Federal Work c. Total Work 9 1. Less than \$100,000 2.\$100,000 to less than \$250,000 7. \$5 million to less than \$10 million 3.\$250,000 to less than \$500,000 8. \$10 million to less than \$25 million 4.\$500,000 to less than \$1 million 5.\$1 million to less than \$50 million 5.\$1 million to less than \$2 million 7. \$25 million to less than \$50 million 8. \$25 million to less than \$50 million 9. \$25 million to less than \$50 million 10. \$50 million or greater AUTHORIZED REPRESENTATIVE						S13	Stormwater Handling & Facilities	3	
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) a. Federal Work b. Non-Federal Work c. Total Work 9 2.\$100,000 to less than \$250,000 7. \$5 million to less than \$10 million 9.\$25 million to less than \$25 million 4.\$500,000 to less than \$1 million 9.\$25 million to less than \$50 million 5.\$1 million to less than \$2 million 5.\$1 million to less than \$2 million 5.\$1 million to less than \$2 million AUTHORIZED REPRESENTATIVE						H06	Highrise, Air-Rights-Type Buildings	3	
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) a. Federal Work b. Non-Federal Work c. Total Work 9 2.\$100,000 to less than \$250,000 7. \$5 million to less than \$10 million 3.\$250,000 to less than \$500,000 8. \$10 million to less than \$25 million 4.\$500,000 to less than \$1 million 9. \$25 million to less than \$50 million 5.\$1 million to less than \$2 million 5.\$1 million to less than \$25 million AUTHORIZED REPRESENTATIVE BIGNATURE AUTHORIZED REPRESENTATIVE DATE April 25, 2025						W03	Water Supply, Treatment & Distribution	3	
REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) 1. Less than \$100,000 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. Total Work 9 2.\$100,000 to less than \$250,000 7. \$5 million to less than \$25 million 9.\$25 million to less than \$25 million 4.\$500,000 to less than \$1 million 5.\$1 million to less than \$25 million 5.\$1 million to less than \$25 million 5.\$1 million to less than \$25 million 5.\$2 million to less than \$25 million 7. \$25 million to less than \$25 million 9. \$25 million to less than \$25 million 10.\$25 million or greater AUTHORIZED REPRESENTATIVE DATE April 25, 2025			TOTAL:	294	77				
REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right) 1. Less than \$100,000 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. Total Work 9 2.\$100,000 to less than \$250,000 7. \$5 million to less than \$25 million 9.\$25 million to less than \$25 million 4.\$500,000 to less than \$1 million 5.\$1 million to less than \$25 million 5.\$1 million to less than \$25 million 5.\$1 million to less than \$25 million 5.\$2 million to less than \$25 million 7. \$25 million to less than \$25 million 9. \$25 million to less than \$25 million 10.\$25 million or greater AUTHORIZED REPRESENTATIVE DATE April 25, 2025	ANN	UAL AVERAGE PRO	DFESSIONAL SEF	RVICES		•			
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AUTHORIZED REPRESENTATIVE SIGNATURE Jory Mousson C April 25, 2025					4.\$500,000 to less than \$1 million 9. \$25 million to less than \$50 mill				
DATE April 25, 2025 NAME AND TITLE					-				
DATE April 25, 2025 NAME AND TITLE			1	AUTH	ORIZED R	EPRESEN	NTATIVE		
Jouy Moussand April 25, 2025 NAME AND TITLE	SIGNATILE								
NAME AND TITLE	Joi	y Browson	0						
		AT	1				p 23, 2020		
oey Broussard, PE – Subsidiary Regional Vice President									
	Joey Bro	oussard, PE – Sub	osidiary Regiona	al Vice Pre	sident				

APPENDIX A LICENSES AND CERTIFICATIONS

ALLIANT ENGINEERING, INC.

April 25, 2025





APPENDIX A - CERTIFICATIONS AND LICENSES

State of Florida

Woman Business Certification

Meskel & Associates Engineering, PLLC

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

05/04/2023

to

05/04/2025

J. Todd Inman

Plands Department of Management Services



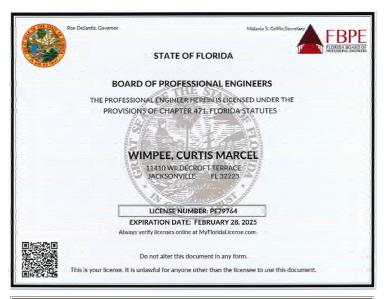
Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd



APPENDIX A - CERTIFICATIONS AND LICENSES

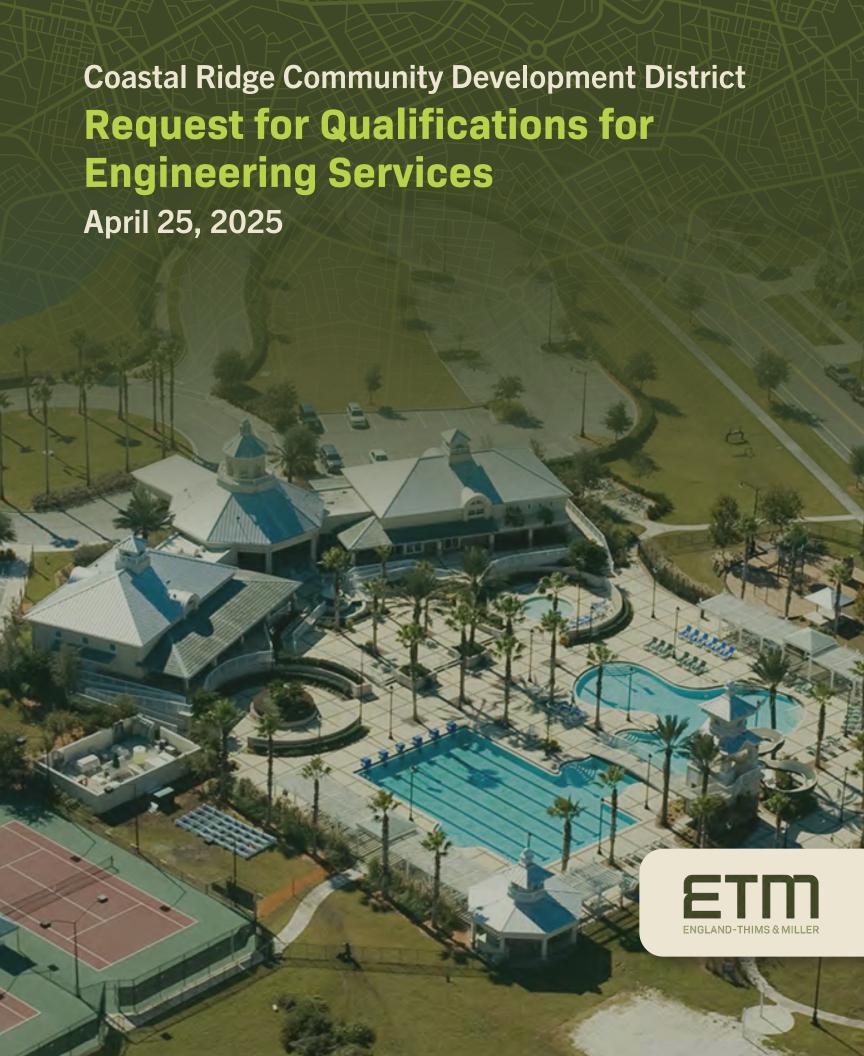


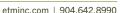












April 25, 2025

ETTTT ENGLAND-THIMS & MILLER

Coastal Ridge Community Development District
District Manager, c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Reference: Request for Qualifications for Engineering Services for the

Coastal Ridge Community Development District

Dear Members of the Selection Committee,

England-Thims & Miller, Inc. (ETM) is proud to respond to the Coastal Ridge Community Development District's (CDD) request for proposals for professional engineering services for the District's roadway improvements, water, reclaimed and sewer systems, hardscape, landscape, irrigation, fencing, signage, stormwater management, amenity center and community parks improvements, and other public improvements authorized by Chapter 190 of the Florida Statutes. The Coastal Ridge CDD will create a spectacular and high-quality community infrastructure that will go above and beyond serving the needs of the residents of the District for years to come. To accomplish this, it is important that the Coastal Ridge CDD engage a District Engineer that understands your true vision and possesses the experience to deliver effective infrastructure delivering strategies that will create the desired sense of place with solutions that meet the budget and time constraints.

It is no coincidence that when developers want to build lasting communities, they contact ETM. In our 48 years, ETM has emerged as THE Premier District Engineer in the Northeast Florida market. Clients select ETM as their partner due to our exceptional quality service and our experience providing engineering services for the largest and most successful communities in Northeast Florida.

ETM is a locally-based engineering firm that employs a large team of development managers, engineers, landscape architects, planners, and construction field representatives. This large team of professionals is able to provide the following:

Experienced Personnel: ETM maintains a staff of over 360 professionals, including Land Development Specialists, who have extensive experience as District Engineer for over 40 CDDs throughout Northeast Florida. We have developed deep-seated relationships while working closely with local and state agencies, and public-sector management. Our depth of resources coupled with our experience uniquely qualifies ETM to serve as your District Engineer.

ETM understands the District's focus on schedule and budget, and we know that the most efficient way to complete a project is to develop a well thought-out, high-level strategic approach.

Accessibility: Due to the size of the Coastal Ridge CDD and the multitude of simultaneous projects within the District, having a readily accessible District Engineer is imperative. With our headquarters located less than half an hour away, the District can count on an immediate response to any onsite needs.

Extensive Experience with Community Development Districts: Our team has extensive experience with large-scale Community Development Districts. Because of this experience, we are able to apply lessons learned, effective project management, and creative solutions to minimize costs and accelerate schedules.

Effective Development Strategies that Create the Desired Sense of Place: The creation of a sense of place requires attention to detail and an eye for design. Our project team members understand the relationship between human scale and sense of place, and have the knowledge to create each. We engage with our in-house planning, landscape architecture, CEI, and transportation departments to achieve the desired vision and goal of the District. Because of our partnerships with multiple CDDs, we grasp the importance of community features and fully comprehend the importance of anticipating any negative impacts that traditional design features may impose. Our professionals are trained to avoid these mistakes and will ensure that our design enhances the overall feel of this community.

ETM appreciates the opportunity to submit our statement of qualifications to serve as the District Engineer for this rising community. We look forward to lending our time, talent, and expertise to the District to help you obtain your goal - to build an exquisite Florida community.

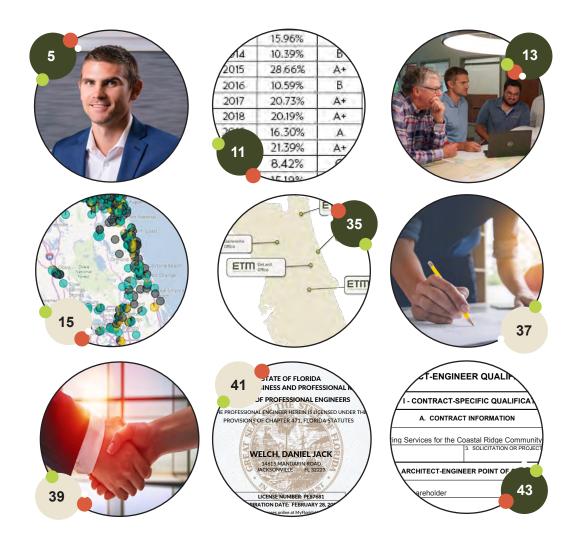
Sincerely,

ENGLAND-THIMS & MILLER, INC.

Daniel Welch, PE

Principal Vice President/Shareholder

TABLE OF CONTENTS



1.	Ability and Adequacy of Professional Personnel	Page 5
2.	Certified Minority Business Enterprise	Page 11
3.	Willingness to Meet Time and Budget Requirements	Page 13
4.	Consultant's Past Performance	Page 15
5 .	Geographic Location	Page 35
6.	Recent, Current and Projected Workloads	Page 37
7.	Volume of Work Previously Awarded	Page 39
8.	Professional Licenses	Page 41
9.	Architect-Engineer Standard Form No. 330	Page 43

Tab 1 ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

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ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

Because ETM has served as the District Engineer for over 40 Special Districts, we have acquired a surplus of knowledge, experience, and an unrivaled familiarity with local governing agencies.

OUR SPECIAL DISTRICT EXPERIENCE

Community Development Districts (CDDs) are unique. The potential is greater, the focus is larger, and the associated risks are much higher. But when we successfully design a community together, the professional and emotional satisfaction is incomparable.

Our engineers have a solid reputation in the industry that is underscored by our extensive experience as District Engineer for multiple Master Planned Communities (MPCs) throughout Northeast Florida. Additionally, 48 years in business has resulted in valued relationships with local governments, utility and regulatory agencies, and trusted teaming partners. These relationships enable us to provide the Coastal Ridge CDD with exceptional service and dedication.

OUR HISTORY AND CURRENT PROFILE

ETM has evolved from a two-person, land development engineering company to the award-winning, full-service development services firm you know and recognize today. Founded in 1977, our primary focus was to support private sector growth in Northeast Florida. As we grew, so did our territory, client base, and reputation. As a result, we became known for providing innovative quality engineering services for land development efforts.

Because of our success, the leadership of ETM felt encouraged to expand the company's service lines to meet the needs of both public and private sector clients. Today, these additional services position us as a one-stop shop and encompass the entire lifespan of a project, beginning with strategy, development, and planning, and culminating with inspection and closeout.

- Planning/Entitlements
- Land Development
- Utility Master Planning and Design
- Landscape Architecture
- Program Management

- Water Resources and Environmental Permitting
- Transportation and Traffic Engineering
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems (GIS)
- Surveying and Mapping



Today, CDDs, Stewardship Districts and Master Planned Communities (MPCs) represent our single largest business sector and generate well over 25% of our annual volume. ETM employs over 360 professionals spanning offices in Jacksonville, Nassau County, Volusia County, Gainesville, and Central Florida. Now, with consulting and engineering capabilities ranging from deal structure, master planning and alternatives evaluation through final design and construction administration, we offer the expertise required to deliver any project anticipated by the Coastal Ridge CDD.

PROFESSIONAL SNAPSHOT

Successfully delivering results will require a diversified group of experienced engineering professionals with an excellent track record and the expertise necessary to meet the goals for the Coastal Ridge CDD. ETM currently employs the following professionals, all available to help meet the needs of the Coastal Ridge CDD:

- 50 Civil Engineers
- 11 Project Managers
- 4 Planners
- 19 GIS Specialists
- 23 CAD Technicians/Designers
- 11 Technicians/Analysts
- 53 Construction Inspectors/Managers
- 7 Landscape Architects
- 76 Survey Personnel
- 40 Administrative Personnel



EXECUTIVE MANAGEMENT

Today, the day-to-day management and ownership of the firm has been successfully transitioned from the founder to the next generation, and is composed of a hands-on executive leadership team of 33 shareholders. We practice a debt-free approach to business that provides our clients with the assurance of our financial stability to continue steady growth and expansion of services. To ensure our focus on quality, we adhere to a stringent Executive Vice President led Quality Assurance/Quality Control process as part of our everyday practice.

QUALIFIED PROJECT TEAM

To address the projects anticipated as part of the Coastal Ridge CDD, we have assembled a very experienced core project team that will be supported by additional ETM staff, as needed. The technical excellence you will receive is a direct result of the experience of our professionals who possess the commitment and resolution to foster innovation and drive performance. Our team has the ability to anticipate project challenges and leverage lessons learned to develop cost-effective and schedule-sensitive solutions.

The ETM team has collectively served the needs of over 40 CDDs and SDs in Florida. We have experience coordinating with many public agencies, including the Clay County, CCUA, JEA, Florida Department of Transportation, the US Army Corps of Engineers, the Florida Department of Environmental Protection, and the St. Johns River Water Management District.

We proudly present our key team contributors on the following pages. Each has established themselves as deeply respected, well-seasoned professionals within their area of expertise.

PROJECT TEAM



Brad Weeber, PE, LEED AP Client Relations & Project Strategy

Brad has been with ETM for 20 years, providing services to public and private clients. He has been involved with many projects throughout Northeast Florida, including SilverLeaf, Brooklyn Apartments, Shops of Sawgrass, The Strand and Crossing at Town Center, Trail Ridge Landfill, and the neighborhoods of Nocatee.

CDD Experience:

- Brandy Creek CDD
- Cross Creek North CDD
- Cypress Bluff CDD
- Double BranchCDD
- Middle Village CDD
- Shadowlawn CDD



Daniel Welch, PE Principal Vice President

Daniel has 10 years of experience in real estate consulting, management, and the design of residential, commercial, and roadway infrastructure projects. As a Project Manager, he has a keen understanding of the complexities of land development timelines and works closely with his client partners to help them achieve their goals. Daniel has been involved in the design of several master planned communities throughout Northeast Florida including the SilverLeaf and Cross Creek developments.

CDD Experience:

- Cypress Bluff CDD
- Cross Creek North
- Shadowlawn CDD
- Feed Mill CDD
- Landings CDD



Ryan Canaday, El Project Manager

Mr. Canaday has 4 years of experience with England-Thims & Miller, Inc. He is responsible for aiding in various engineering projects with an emphasis on land development. Mr. Canaday has noteworthy prowess in AutoCAD Civil3D and ICPR. Additionally, Mr. Canaday has a strong understanding of engineering principles and a meticulous attention to detail. These traits, in conjunction with an unwavering work ethic, allow him to accurately and efficiently model drainage systems and bring projects to completion on time and within budget.

CDD Experience:

- Saratoga Springs
- Diamond Timber Trails
- EverRange
- Silverleaf CDD
- Governors Park
 CDD



Jason Hall, PE Transportation Engineer

Jason has 25 years of experience in highway design and construction on federal, state and local roadway systems. His responsibilities at ETM include project management, roadway design, utility design, cost estimation, temporary traffic control, permitting, and specifications development.

CDD Experience:

- Durbin Crossing CDD
- Aberdeen CDD
- Boggy Branch CDD
- Ryals Creek CDD
- Tolomato CDD



Ryan Clark, PLA Landscape Architect

Ryan has 23 years of experience working with all facets of landscape architecture and design. His responsibilities include planning and design of large-scale master planned communities, Developments of Regional Impacts, commercial centers, community parks, multifamily developments, landscape and hardscape design, illustrative graphics, and landscape inspections.

CDD Experience:

- Aberdeen CDD
- Bannon Lakes CDD
- Bartram Park CDD
- Bartram Springs
 CDD
- Cross Creek North CDD
- Silverleaf CDD
- Durbin Crossing CDD



Jeff Brooks
Construction
Administration

Jeff has 40 years of experience in tasks relating to construction projects from concept to completion. He also has a strong background in water and wastewater operations and construction inspection. His responsibilities include the administration and inspection of infrastructure construction projects, on-site payment request review, testing observation, and project documentation.

CDD Experience:

- Tolomato CDD
- Double BranchCDD
- Beach CDD
- Shadowlawn CDD

Tab 2 CERTIFIED MINORITY BUSINESS ENTERPRISE

CERTIFIED MINORITY BUSINESS ENTERPRISE

Although ETM is not a certified Minority Business Enterprise, we are committed to growing diversity in the engineering and professional services community. We accomplish this in the following ways:

- 1. Utilizing minority, disadvantaged, and underutilized subconsultant partners.
- 2. Sponsoring University scholarships focused on minority and disadvantaged individuals entering the profession.
- 3. Being a leader in the Hispanic business community.
- 4. Partnering with the FDOT for the Construction Career Days program which is focused on introducing the surveying, engineering and construction industry to high school students across five counties.

During the last five years, ETM contracted \$27 Million to subconsultant firms. Overall \$9.5 Million was subcontracted to Minority firms (35.2% of the subconsultant services).

FDOT DBE USAGE								
Year	DBE Usage	Grade						
2008	24.98%	A+						
2009	18.17%	A+						
2010	10.6%	В						
2011	17.02%	A+						
2012	12.25%	Α						
2013	15.96%	A+						
2014	10.39%	В						
2015	28.66%	A+						
2016	10.59%	В						
2017	20.73%	A+						
2018	20.19%	A+						
2019	16.30%	Α						
2020	21.39%	A+						
2021	8.42%	С						
2022	15.19%	Α						
2023	10.05%	В						
Av	Average: 16.30%							

Diversity within the engineering profession is supported by ETM's identification of opportunities to assist those who may be disadvantaged. One example is our Platinum Sponsorship of the John Delaney Endowment at the University of North Florida. This endowment provides a scholarship each year to minority students pursuing a degree in the field of engineering.

The District's ability to meet applicable Minority Business Enterprise (MBE) utilization goals will be enhanced by our long-standing commitment and proven track record of meeting or exceeding minimum participation requirement established by public agencies.

Our DBE utilization program undergoes extensive audits by the FDOT. The table to the left is a listing of ETM's usage since 2008.

Tab 3 WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

Because we recognize that the best solutions come from diverse experiences and perspectives, we bring together representatives from all facets of our business to identify effective solutions. In our experience, this level of collaboration has resulted in innovative solutions that create cost saving benefits for our clients.

BUDGETING METHODS

ETM is recognized by our clients for the value we bring to their projects. We are defined by our ability to understand our clients' needs and we provide innovative solutions which render high-quality, cost effective designs. The ability to influence the technical and economic outcome of a project is greatest in the early planning phase. Because of this, we never take shortcuts in the planning process. The small-incremental investments we make in the early planning phases often result in tremendous reductions in engineering and construction costs.

AVAILABILITY

Services provided by ETM will be completed by staff located in Jacksonville. Our team is comprised of local professionals who are immediately available to meet with the stakeholders, coordinate with local permitting agencies, and review projects in the field whenever necessary.



SCHEDULE

Maintaining project schedules to eliminate delay and minimize cost is fundamentally important. The District can rely on ETM to meet all time and budget requirements and maintain a high level of service. We will accomplish this by:

- Developing a detailed work approach
- Developing a detailed schedule
- · Identifying potential issues
- Sound project management
- Constant communication
- Principal involvement
- Commitment to effective Project Managers
- Communication between all dedicated team members



QUALITY ASSURANCE/QUALITY CONTROL PROGRAM (QA/QC)

In order to meet the needs of our clients, ETM strives to balance three main elements that contribute to a successful project: quality, budget, and schedule. Maintaining project schedules to eliminate delay and minimize cost is fundamentally important and is reflected in our work. However, meeting budget constraints and schedule time frames is meaningless if the deliverables are subpar and lead to construction delays or change orders.

Therefore, adherence to our strict QA/QC procedures is an everyday practice at ETM, regardless of the size of the project and is of such importance that ETM schedules separate QA/QC and constructability reviews prior to each phase submittal.

ETM's emphasis is placed on monitoring the following items:

- The sufficiency and quality of the design
- The proper presentation of the design on the contract documents
- The accuracy of the plans
- Our compliance with the Scope of Services

Quality Assurance Plan

The objective of ETM's Quality Assurance plan is the continual improvement of our design and production methods to enhance the quality of the services we provide and is comprised of two elements: Quality Control and Internal Peer Review. Our Project Manager, Ryan Canaday, EI, will ensure that company procedures are being followed throughout the life of this contract.

We believe that most effective QA/QC includes maintaining the involvement of senior staff from project beginning to end. Brad Weeber, PE, Daniel Welch, PE and Ryan Canaday, El will be involved throughout the life of the contract.

Internal Peer Review

To further ensure quality, ETM's Peer Review Committee reviews check prints for each project at least twice during the design phase by the Peer Review Committee composed of subject-matter experts, including three ETM Executive Vice Presidents who ensure compliance with corporate procedures. The Peer Review is an internal quality assurance check which is never billed to our clients.

Constructibility Review

Our in-house CEI personnel have tremendous construction experience, and we regularly leverage that experience to help produce efficient construction plans. Constructibility reviews will be conducted on the design plans by our Construction Administration Officer, Jeff Brooks. These constructibility reviews will focus on construction related efficiency and cost avoidance. These reviews will be conducted prior to each phase submittal to the District.

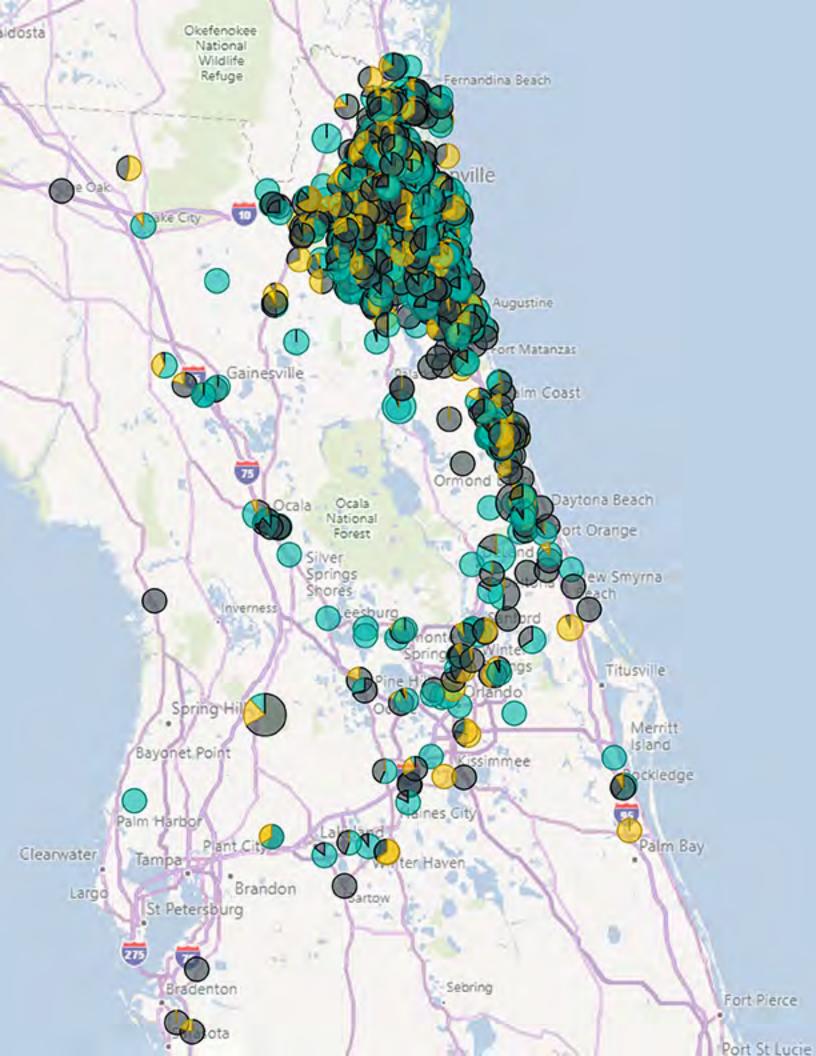
Tab 4 CONSULTANT'S PAST PERFORMANCE



CONSULTANT'S PAST PERFORMANCE

ETM has been honored and rewarded with the opportunity to be involved in the development of the region's most notable communities and their infrastructure. We are recognized for the solutions that emerged from our holistic approach during the development of these communities. The depth of our experiences and our relationships with local regulatory agencies are invaluable assets to our clients. The table below is a sampling of ETM's experience with CDDs.

Project*	County Size		Dwelling Units	Non-Residential S.B.		
Meadow View CDD	St. Johns County	860 Acres	1476 Units	Non-Residential - N/A		
East Nassau Stewardship District	Nassau	24,000 Acres	24,000 Residential	11.5 Million SF Non-Residential		
Tolomato (Nocatee) CDD	Duval & St. Johns	15,000 Acres	11,000 Single Family 4,000 Multi-Family	4 Million SF Office 1 Million SF Commercial/Retail 250,000 SF Industrial		
Oakleaf (Double Branch CDD)	Clay	6,000 Acres	5,000 Residential	1 Million SF Commercial/Retail 2 Amenity Centers 82 Acre Park, Golf Course Community		
Argyle Forest CDD	Clay & Duval	10,000 Acres	25,000 Residential	5 Million SF Non-Residential		
Julington Creek Plantation CDD	St. Johns	5,000 Acres	5,800 Residential	750,000 SF Non-Residential		
Southhaven CDD	St. Johns	314 Acres	345 Residential	\$2.2 Million Amenity/Recreation		
Heritage Landing CDD	St. Johns	597 Acres	1,154 Residential	27 Acre Park/Recreation \$6.1 Million Amenity		
Beach CDD (Tamaya)	Duval	780 Acres	2,400 Residential	500,000 SF Commercial/Retail 10,000 SF Clubhouse		
Aberdeen CDD	St. Johns	1,300 Acres	1,623 Single Family 395 Multi-Family	40,000 SF Office 60,000 SF Commercial 10,000 SF Community Park		
Durbin Crossing CDD	St. Johns	2,047 Acres	2,500 Residential	170,000 SF Office/Retail		
Bartram Park CDD	Duval & St. Johns	3,600 Acres	2,000 Single Family 7,000 Multi-Family 330 Hotel Rooms	1.3 Million SF Commercial 1.6 Million SF Office		
Bartram Springs CDD	Duval	Duval 1,000 Acres 1,400 Residential		19 Acre School Site 7 Acre City Park		
Six Mile Creek (TrailMark)	St. Johns	1,282 Acres	2,278 Residential	7 Acre Amenity Village 30 Acre Community Park 17 Acre Neighborhood Park		



ETM'S FLORIDA FOOTPRINT SINCE 2021

OUR TREMENDOUS SPECIAL DISTRICT EXPERIENCE INCLUDES:









SPECIAL DISTRICT/COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE

- Cypress Bluff
- Meadow View at Twin Creeks CDD
- Aberdeen
- Bartram Springs
- Bannon Lakes
- Boggy Branch
- Celebration Pointe
- · Deer Run
- Kindlewood
- Durbin Crossing
- East Nassau
 Stewardship

- Feed Mill
- Heritage Landing
- Isles of Bartram
- Julington Creek Plantation
- Landings
- Las Calinas
- Mainstreet
- Marshall Creek
- Middle Village
- Oakleaf
- · OTC
- Palm Coast
- Pine Ridge

- Pioneer
- Rivers Edge
- Ryals Creek
- Shadowlawn
- Six Mile Creek
- South Village
- Sweetwater Creek
- The Dunes
- Timucuan South
- Tison's Landing
- Tolomato
- Treaty Oaks
- · Turnbull Creek
- Wynnfield Lakes

RELATIONSHIP MANAGEMENT

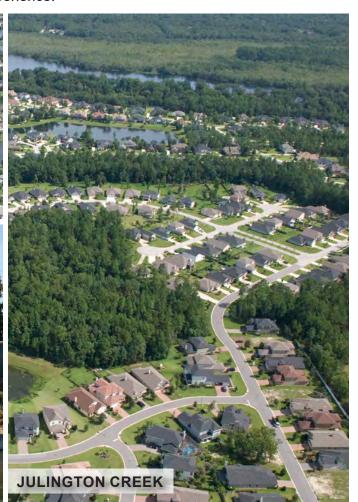
All of our Master Planned Communities (MPC) have one thing in common: the entire team must earn the trust and maintain great relationships with agency regulators. For that reason, municipality experience is essential. **ETM brings established relationships and experience to the team.**

PROJECT CASE STUDIES

ETM has assisted with the design, engineering, and construction of a multitude of projects. The following examples best showcase our experience:







East Nassau Stewardship District

Location: Nassau County, Florida
Client: East Nassau Stewardship

District

Contact: Mike Hahaj **Phone:** (904) 321-1030

Completion: Ongoing

Project Tasks:

- District Engineer
- Site Engineering
- Environmental Permitting
- · Landscape/Hardscape Architecture
- Master Planning

ETM is the District Engineer for the East Nassau Stewardship District, which is a 24,000 acre DRI project, that includes 640 acres of commercial development. At total build-out, this project will include 11,000,000 SFof non-residential space, 550,000 SF of commercial space and 24,000 residential units. ETM is responsible for providing engineering reports, cost estimates, and plan reviews to ensure the proper construction of improvements within the District.



Tolomato CDD (Nocatee)

Location: Jacksonville, Florida
Client: The PARC Group, Inc.

Contact: Rick Ray

Phone: (904) 992-9750

Completion: Ongoing

Project Tasks:

- District Engineer
- Master Planning
- Project Management
- Engineering Design
- Environmental Permitting
- Transportation Engineering
- Surveying
- Construction Administration
- Landscape Architecture

"ETM has designed and managed more than \$200 Million in roadway and utility construction for The PARC Group over the past five years...We have found ETM's capability to handle the dynamic requirements in a project with both environmental and public interest to be professional and effective."

~ Gregory J. Barbour The PARC Group, Inc.

Nocatee is one of the top 10 best selling communities in the nation. This 15,000 acre parcel at total build-out will consist of 11,000 residential units, 5 million SF of non-residential space and recreation/open spaces, churches, schools and civic uses. ETM has been involved with this project since 1997 when PARC Group began the conceptual planning process and we are proud of our involvement in the engineering design, planning and landscape architecture of this project.

In addition to providing the lead design consulting services, ETM was responsible for the design, permitting, and construction management of over 4 miles of Greenway Trails within Nocatee. The trails provide connections between communities, parks and commercial districts. As part of an overall circulation plan within Nocatee, the trails and shareduse paths are 16'-wide in order to accommodate pedestrians, bicycles, golf carts, and low-speed vehicles.





Double Branch CDD

Location: Jacksonville, Florida

Client: The Hutson Companies, LLC

Contact: David Hutson Phone: (904) 262-7718

Completion: Ongoing

Project Tasks:

- District Engineer
- Site Engineering
- Environmental Permitting
- Landscape/Hardscape Architecture
- Master Planning

ETM was responsible for the master planning of this 10,000 acre DRI project which included roadway design, utility design, and master stormwater management design and permitting. In 1999, ETM served as lead consultant in a major modification to the Argyle Forest DRI.

The land development work included engineering and landscape design of over 5,000 residential units, two amenity centers (each over \$7 Million), a regional baseball park, a regional soccer park, and over 1 million SF of retail and commercial space. ETM was responsible for the day-to-day coordination efforts of six residential and connector highway construction projects in addition to amenity site construction. This project includes over 10 miles of connector roadway and infrastructure improvements, JEA and Clay County Utility Authority improvements, amenity center construction, box culvert construction, landscape and irrigation improvements, and lot development services.





Bartram Springs CDD

Location:Jacksonville, FloridaClient:SouthStar Development

Partners, Inc.

Contact: Kimball Woodbury Phone: (305) 476-1514

Completion: Ongoing

Project Tasks:

- · District Engineer
- Master Planning
- Project Management
- · Engineering Design
- Environmental Permitting
- Surveying and Mapping
- Construction Administration

Bartram Springs is a 1,400-lot single-family development in Southeast Duval County located on the northside of Race Track Road (immediately west of Philips Highway). The site is over 1,000 acres, half of which are wetlands that discharge to a Durbin Creek tributary. Additional features and elements include a multi-family parcel, a retail component, a city park site, an elementary school, and an amenity area.



Bartram Park CDD

Location: Jacksonville, Florida

Client: Eastland
Contact: Tom Dodson
Phone: (904) 280-7100

Completion: Ongoing

Project Tasks:

- Master Planning and Engineering
- Sewer Collection
- Reuse Water Distribution
- Stormwater Management
- Roadway Construction
- CDD Engineering

Bartram Park is a 3,600 acre, mixed-use DRI. The project is located in South Duval County and North St. Johns County along I-95. The development consists of 2,000± single-family units, 7,000± multifamily units, 1.3 million SF of commercial space, 1.6 million SF of office space, and 330± hotel rooms. As part of the DRI, over 2,000± acres of preservation land was provided along Julington and Durbin Creek.



Pine Ridge Plantation

Location: Clay County, Florida
Client: Tynes Partners, LLC

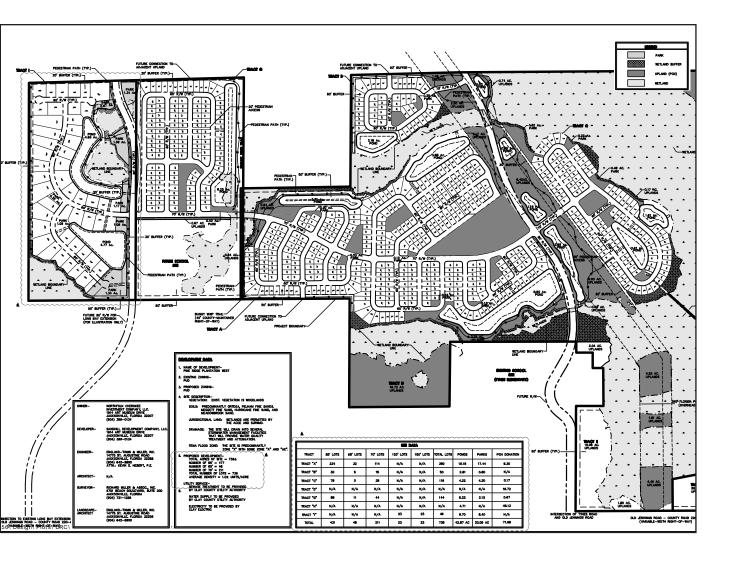
Contact: Levi Ritter

Phone: (904) 399-0134

Project Tasks:

- Master Site Plan
- · Water and Sewer Design
- · Stormwater Collection System Design
- Roadway Design
- Permitting
- Construction Administration

Since 2003, ETM provided professional engineering services for this 735 single-family lot MPC located in Clay County. ETM's efforts for this project have included master site plan, water and sewer design, stormwater collection system design, roadway design, regulatory permitting, and construction administration.



Beach CDD (Tamaya)

Location: Duval County, Florida

Client: Beach CDD
Contact: Jill Cupps

Phone: (407) 382-3256

Completion: Ongoing

Project Tasks:

- District Engineering
- Coordination with Utility Providers
- Coordination with Contractors
- Coordination with Surveyors, Architects and Other Consultants
- Permitting
- Master Planning and Engineering
- Project Management
- Requisition Processing

ETM was contracted by Beach CDD in Duval County to provide professional engineering support services. ETM's efforts for this project included coordination with utility providers and contractors, permitting, engineering services, project management, coordination with surveyors, architects and other consultants, and requisition processing.



REPEAT BUSINESS

ETM's ability to achieve project goals and produce a high quality product allows us to develop lasting relationships with our clients. In every project, large or small, complex or simple, our attention to detail translates to excellence. ETM's standing in the industry is reflective of our caliber in many different ways: through innovation, by developing cost-effective solutions to difficult problems, and by efficiently coordinating the many inter-related elements that are critical to every project.

ETM is proud of the fact that 95% of our clients provide us with recurring business. Following is a partial list of our repeat business.

City of Jacksonville

- Bay Street Bridge Expansion at Hogans Creek
- Brooklyn Phase 1B Construction
- Closure of Trail Ridge Landfill
- Lonnie Miller Park Development
- Lonnie Miller Park Master Plan
- Lower Eastside Drainage Improvements
- NPDES Contract
- Preservation Project
- Program Management Services Drainage
 Bond Program
- Ash Remediation
- Sal Taylor Park Closeout
- Septic Tank Phase Out
- Stormwater Utility

Dream Finders Homes

- Silverleaf
- Bannon Lakes
- Durbin Creek Crossing
- Beacon Lake
- Cordova Palms
- Eagle Landing
- Sunbeam Townhomes
- Reinhold Parcel 61
- Challenger Center

Rayonier

- Wildlight CDD
- Wildlight Community Park
- Heartwood

FDOT

- Signal Retiming for FDOT District 5
- SR 50 Bridges Over the Econlockhatchee River Bridge
- SR 50 from 429 to E of W Oaks Mall
- Natural Disaster Monitoring CEI Services
- SR500/US441/S Pine Ave-SE 10 Ave
- Districtwide Safety Studies & Design
- D5 Coast to Coast Trail
- SR 100 at CR 305 CEI Services
- Group 184 CEI Services
- Miscellaneous Engineering Services
- Feasibility Study Update CST
- CEI Group 190
- Group 220
- CSC Districtwide Landscape Design
- Gold Star Family Parkway
- East Hybrid CEI Services
- CEI Districtwide Continuing Services
- SR 15 (US 17) Doctors Inlet Bridge
- SR 9B Phase I (US 1 to SR9A, Design/ Build) New Interstate Facility
- SR 9B Phase II (US 1 to I-95, Design/Build/ Finance), New Interstate Facility
- SR 9B Phase III (US 1 to I-95, Design/ Build) New Interstate Facility
- I-295/SR 9A Heckscher Drive Interchange
- Newnan Street/Hubbard Street
- SR 200, 4-Lane Widening
- SR 200 Reconstruction Phase II
- SR 200/SR A1A from West of Rubin Road to East of CR-107/Scott Road
- SR 15 (US 17) Dunn's Creek Road and Bridge Reconstruction

PARC Group

- Governors Park
- G Bar Ranch Land Use and Zoning
- New Well Site Planning
- Expert Witness Testimony
- · Westland Infrastructure Phase 2
- · Westland CUP and JEA Reuse Feed
- Palmetto Cove Model Home Parking Lot
- Nocatee
- eTown
- EverRange

GreenPointe

- Saratoga Springs Preliminary Site Plan
- Sandridge Dairy Phase 1 CEI Services
- · Site Plan Rendering for the Amelia Walk
- · Miscellaneous Projects Due Diligence
- Campbell Tract (Sandridge Dairy)
- Amelia Walk
- Tributary Units 8, 10, 12 and 15 Mass Grading
- GreenPointe Communities GIS Mapping
- Magnolia Trace
- · Amelia Proposl Preparation
- · Greenpointe East Nassau
- JEA/Global Water Pipeline
- General Graphic Services
- · Cedar Bay Road
- Herons Walk
- First Coast Outer Beltway
- · Ashford Mills Site Investigation
- Sandler Chase Due Diligence
- Villages Of Seloy
- Hampton Lakes Rezoning
- Village Walk Rezoning
- CEI Services for Greyhawk-Phase I
- Treaty Oaks PUD SJC
- Gate Outpost Neck Road Utilities
- Ponte Vedra Beach Preserve
- · Creekview Trail
- Hyland Trail Amenity Center
- Trailmark DRIMOD, LSCPA & MAJMOD
- Project Northstar
- · Southbank Project Site Plan/Due Diligence

ICI Homes

- Tamaya
- Silverleaf
- Palencia North
- Skinner ICI CDD Engineering Report
- · ICI General Consultation
- Palencia N. Added Lands
- Palencia North Amenity Center & Park
- Ashford Mills Site Investigation
- Wilford/Breakaway Trails Prd
- ICI 301 Tract 2010
- Site Planning Nw Quad/Beach & Kernan Blvd.
- Tamaya PUD Map
- Williams Tract Due Diligence
- Tamaya Parcel E & F Floodplain Analysis
- Tamaya Amenity Center-Site Plan.Eng.
- SilverLeaf/ICI
- East Hampton Palm Coast
- Parcel 417 / 418 Palm Coast
- ICI Monterey Pines South Site Planning
- Tamaya PUD Administrative Deviation
- ICI Skinner SEQ
- Tamaya Parcels B/B-1 (243 Lot Single Fam
- ICI/Weekley Skinner SEQ
- Lot 300 Easement Twenty Mile Phase 5
- Westlake at Plantation Bay Phase 13
- eTown Parcel E-7
- SEQ Amenity Center
- ICI Parcels 417 and 418 Aeorbic Depth
- Tamaya Parcel F Limited Contract Admin
- ICI Woodhaven Concept Planning
- Seven Pines Community Map Site Plan Rend
- Westlake at Plantation Bay Unit 9B Aer
- 720 North Clay Street

Hutson Companies

- Johns Creek, PUD Mod.
- Oakleaf
- Silverleaf-Hutson Land
- Miscellaneous Services-Property Searches
- Water & Sewer Extension
- Wynnfield Lakes Cdd
- Comm.Par.-Cr210/Johns Cr(Outpar.A2 Pen.)
- Ladue Supoena
- Sj Timber
- Elkton Green
- Morocco Temple Site
- Newton Property
- Silverleaf Plantation
- Oakleaf Parcel 1 & 5 Master Site Plannin
- Hutson Elkton Property
- Elkton Property
- Biennial Monitoring Rpt-Villges Of Argyle
- Oakleaf Nopc
- Vill.Of Arg.Dri
- SJ Timber Site Planning
- BMR Vill.of Arglye AFI Par.& Ranch Vill.
- Pye Wolf Contract Administration
- BMR 2012-2014 Villages of Argyle & Ranch
- Oakleaf Parcel 1 and 5 Mass Grading Perm
- Wells Hall Due Diligence
- SR 16 & SR 13 Conceptual Roundabout
- Grand Oaks Planning & Engineering
- Villages of Argyle DRI, AFI Parcel & Ran
- Elkton Property Support
- SilverLeaf Site Planning
- Oakleaf Parcel 4B
- Trout Creek Property
- OakLeaf Parcel 9B Multi-Family
- Silverleaf-2209/Silverleaf Parkway Lands
- OakLeaf Parcel 4B Off-Site Sanitary Sewer

Pulte Homes

- Anderson/Greenbrier
- Arrowood Bartram
- Avenues Walk
- Bayberry Modifications
- Clifton Village
- Cypress Bay
- Delwebb @ Plum Creek
- Fish Island
- Flagler Station
- Greenbrier Bartram
- Heilow Property/CR 210
- Highwood
- Ironwood
- Marineland Lift Station Rehabilitation
- Midtowne
- Nocatee Oak Hammock
- Nocatee Tidewater
- Silverleaf
- Skinner/Point Meadows
- Summerfield
- · Sweetwater-Del Webb
- Twinleaf
- Village Walk

REFERENCES

ETM's dedication to excellence has led to significant repeat business with our clients. Below are excerpts from several letters of recommendation we received from clients that reflect our performance.



"...ETM's professional staff has worked closely with the County to provide planning, design, permitting and construction administration services...It is without hesitation that I recommend ETM, and I am confident that they will provide you with the same outstanding service..."

Faith Alkhatib, PE Flagler County Engineer



"...ETM's staff has continually exhibited a commitment to maintaining project schedules and providing the necessary resources and technical expertise needed to assure the County's goals and objectives have been met on each work assignment. I am pleased with the professional services they have provided and would highly recommend their services to an agency..."

Shawn Thomas, PE Former Clay County Project Administrator



"... They have routinely provided superior engineering services, based upon the population of engineering firms from whom we process (permit) applications... Based upon their professional execution and responsive character, I am pleased to recommend ETM for any similar services."

David Miracle SJRWMD Director



"...ETM's staff are professional, responsive and [have] proven to be very well qualified and competent. The Department looks forward to a continued relationship with ETM and we would not hesitate to recommend them to your organization."

Alan Obaigbena, PE Project Engineer/NPDES Administrator



"....In addition to the engineering aspects of the Riberia Street project, ETM has assisted the City in obtaining grant funding in the form of a \$450,000 Florida Section 319 grant... Their staff members have been professional, responsive and easy to work with and I would not hesitate to work with them on future projects..."

Martha Graham City of St. Augustine Public Works Director



To Whom It May Concern:

It is with great pleasure that I write a recommendation for England-Thims & Miller, Inc. Over the last three decades, ICI Homes has built thousands of quality new homes in many of the finest master planned communities in Florida. ETM has supported our success by providing professional engineering services in communities such as Tamaya and Palencia. Their focus, attention to detail, and ability to bring solutions and a willingness to dig in to the many issues, sets them apart.

I have always been impressed with the reliability and level of commitment exhibited by England-Thims & Miller. Their teams are responsive, willing to adjust, and cognizant of program requirements critical to the success of the project. Their knowledge and familiarity with local governing agencies has proven instrumental in obtaining entitlements and permitting approvals from local and state governing agencies. They are currently engaged in large-scale construction administration services for our projects and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACOE, FDOT, St. Johns County, City of Jacksonville and JEA.

Their engineering responsibilities have included stormwater master planning and design, utility master planning and design, site development, transportation planning, CEI services, and preparation of programmatic budgets. They are exceptionally qualified to handle peak workloads, ensure proper management and positively impact quality and performance of the end product.

ETM has performed these tasks in a timely, cost-effective, and accurate manner. The work has been completed at the highest professional level with regard to local and state policies and regulations. Based upon their professional execution and responsiveness, I am pleased to recommend ETM.

Sincerely,

M. David Haas

Chief Development Officer



Hans G. Tanzler III, Executive Director • David W. Fisk, Assistant Executive Director

David Miracle, Jacksonville Service Center Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • (904) 730-6270 • Fax (904) 730-6292

On the Internet at floridaswater.com.

SUBJECT: Letter of Recommendation England-Thims & Miller, Inc.

To Whom It May Concern:

England-Thims & Miller, Inc. (ETM) has provided professional engineering services in North Florida since 1977. During this time, they have submitted thousands of ERP permit applications to our office.

They have routinely provided superior engineering services, based upon the population of engineering firms from whom we process applications. In many cases, the significant projects which are designed by their engineering staff are among the most complex in our area.

Based upon their professional execution and responsive character, I am pleased to recommend ETM for any similar services.

Sincerely,

David L. Miracle, P.E.

Director, Jacksonville Service Center

St. Johns River Water Management District

Tolomato Community Development District

14875 Old St. Augustine Road, Jacksonville, Florida 32258 Tel. (904) 288-9130 Fax (904) 288-9187

FICE Engineering Excellence Awards 125 South Gadsden Street Tallahassee, FL 32301-1525 Attn: Kate Ray, IOM

Subject:

Town of Nocatee Phase 1

Re:

Client/Owner Letter

To Whom It May Concern:

I am pleased to provide this Owner's Letter for the 2008 FICE Engineering Excellence Award. Our engineer is currently designing and managing more than \$200 million dollars of roadway and utility construction for the Tolomato Community Development District. Since the inception of the Nocatee development in 1998 our engineer has served as our design and engineering consultant and we are pleased that the same key professionals have remained assigned to our project throughout. Their efforts associated with this significant project have always been performed in the most professional manner.

Their responsibilities have included: stormwater master planning and design, utility master planning and design, transportation planning and design, construction engineering and inspection (CEI) and preparation of programmatic budgets. They are currently engaged in large scale construction administration services for our project and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACOE, FDOT, St. Johns County, City of Jacksonville and JEA for timely project completion. We have found their capability to handle the dynamic requirements in a project with both significant environmental and public interest to be professional and highly effective.

Should you have any questions please feel free to contact our office.

Sincerely,

Tolomato Community Development District

Rick Ray, Chairman Board of Supervisors



Subject: Letter of Recommendation

England, Thims & Miller, Inc. (ETM)

To Whom It May Concern,

I have been asked to provide a letter of recommendation for the engineering and design firm of England, Thims & Miller, Inc. ETM has designed and managed more than \$200 million in roadway and utility construction for The PARC Group over the past ten years. Since the inception of the Nocatee development, ETM has served as our design and engineering consultant. Their efforts associated with this significant project have always been performed in the most professional manner.

ETM's responsibilities have included master drainage design, utilities, civil engineering, roadway planning and design, project bidding and preparation of programmatic budgets. They are currently engaged in large scale construction administration for our project and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACE, FDOT, and JEA for timely project completion. We have found ETM's capability to handle the dynamic requirements in a project with both environmental and public interest to be professional and effective.

I am pleased to recommend England, Thims & Miller, Inc.

Sincerely,

Gregory J/Barbour

Julington Creek Plantation Community Development District

950 Davis Pond Blvd. Jacksonville, Florida 32259 (904) 287-4180

To Whom It May Concern:

The firm of England Thims & Miller has served as District Engineer for the Julington Creek Community Development District since it was formed in October of 1994. In addition to providing general engineering guidance for the District, they have been in charge of major infrastructure development for the District. In that capacity they have been responsible for overseeing the design and provided construction management of the District's recreation and swimpark complex, and full responsibility for the design and construction management (currently underway) for the expansion of State Route 13 and Racetrack Roads.

We have found England Thims & Miller to be a very well qualified and competent engineering firm, and look forward to a continued relationship. We would not hesitate to recommend them to your organization. If have any additional questions, please feel free to contact me at (904) 676-0105.

Sincerely,

Gary R. Walters District Manager

Gay R. Waltus

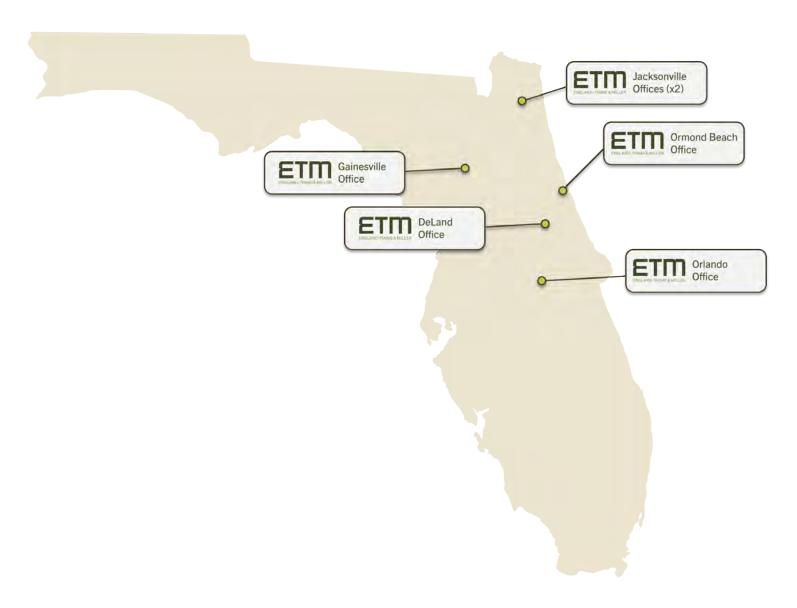
Tab 5 GEOGRAPHIC LOCATION

5 GEOGRAPHIC LOCATION

The District Engineer's ability to provide responsive and timely support is critical to the successful execution of this project. ETM has office in Jacksonville, Orlando, Ormond Beach, Gainesville, and DeLand. All project aspects will be managed from our corporate headquarters in Jacksonville, located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

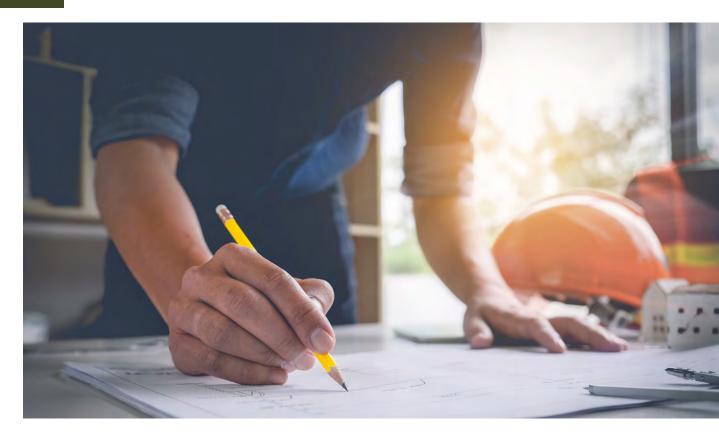
Our local team of professionals are immediately available to work on this project.

Because our headquarters is less than 30 miles from the District, ETM's Project Manager, Ryan Canaday, EI, can quickly respond to meeting requests or field reviews, and staff can be on-site to address needs in less than half an hours notice.



Tab 6 RECENT, CURRENT AND PROJECTED WORKLOADS

RECENT, CURRENT, AND PROJECTED WORKLOADS



Our forecasting methods allow us to review backlog, scheduled submittals, and proposed staff commitments. The ETM team has evaluated our current workload and has assessed that we have more than sufficient capacity to continue working as the District Engineer.

Our Client Relations & Project Strategy Officer, Brad Weeber, PE, as well as our Project Manager, Ryan Canaday, EI, have extensive experience with Community Development Districts and Master Planned Communities. Brad and Ryan have established themselves as proven client advocates with an essential understanding of the challenges and opportunities facing the District, and are personally committed to seeing this project through to completion.

There are no known commitments that will conflict with the availability of any of our key personnel on this contract. All team members currently assigned to the District will continue to be assigned, will perform the work, and will be available throughout the life of this contract.

The table shown on the following page indicates the projects currently being performed by the key ETM team members identified in Section 1, the stage of completion, and the projected availability of the team members to support Coastal Ridge CDD.

Project Team Members	Current Projects	Stage of Completion	Projected Availability	
	Silverleaf	85%		
Brad Weeber, PE	EverRange	75%	10%	
	Robinson	10%		
	EverRange	75%		
Brad Weeber, PE Ryan Canaday, PE Daniel Welch, PE lason Hall, PE Ryan Clark, PLA	Wildlight	75%	30%	
	Robinson Improvements	10%		
	Diamond Timber Trails	60%		
Daniel Welch, PE	Saratoga Springs	5%	40%	
	Cascade at Grand Landings	80%		
	Old Middleburg Road from Argyle Forest Boulevard	90%		
Jason Hall, PE 	EverRange	75%	75%	
	Diamond Timber Trails	60%		
	EverRange	70%		
Ryan Clark, PLA	Creekview CDD	80%	40%	
	Tributary	65%		
	Palm Avenue	65%		
Jeff Brooks	Wildlight	Ongoing	75%	
	Cathedral Oak Parking	50%		

Tab 7 VOLUME OF WORK PREVIOUSLY AWARDED



VOLUME OF WORK PREVIOUSLY AWARDED



ETM is in the process of designing the following projects within the limits of the District:

- · Supplemental Engineers Report Development
- Master Utility Plan/Modeling/Permitting
- Master Stormwater Plan/Permitting
- Construction Document Preparation

The Coastal Ridge CDD requires:

- A high-level thinking approach
- Issue identification
- Solution strategy
- Implementation production
- "Boots on the ground"

ETM HAS ALL OF THIS!

Tab 8 PROFESSIONAL LICENSES



PROFESSIONAL LICENSES















RON DESANTIS GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

June 27, 2024

Christopher Wilkey, Chief Financial Officer ENGLAND, THIMS & MILLER, INC. 14775 Old St. Augustine Road Jacksonville, Florida 32258

Dear Mr. Wilkey:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0	Project Development and Environmental (PD&E) Studio
3.1	Minor Highway Design
3.2	Major Highway Design
3.3	Controlled Access Highway Design
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
7.1 7.3	Signing, Pavement Marking and Channelization Signalization
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI
10.5.1	Major Bridge CEI - Concrete
10.5.2	Major Bridge CEI - Steel
13.4	Systems Planning
13.5	Subarea/Corridor Planning
13.6	Land Planning/Engineering
15.0	Landscape Architect

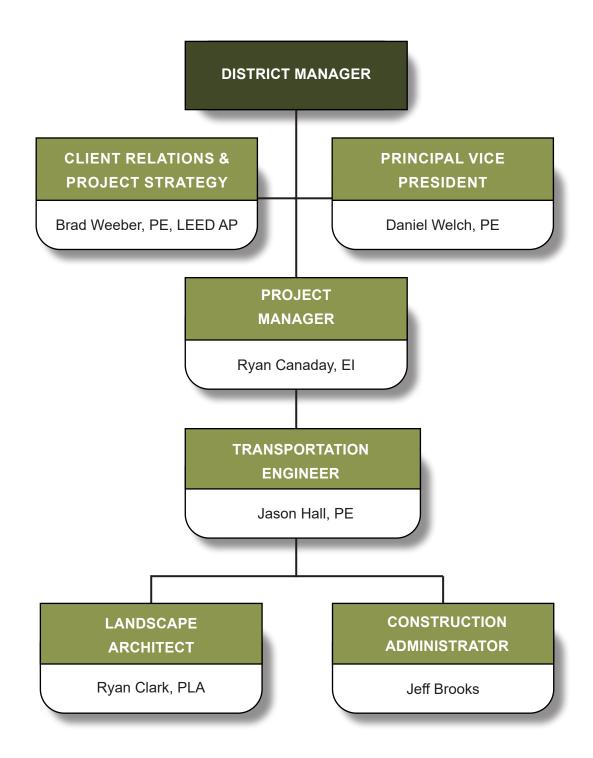
Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until <u>June 30, 2025</u>, for contracting purposes.

Tab 9 ARCHITECT-ENGINEER STANDARD FORM NO. 330

ARCHITECT-ENGINEER QUALIFICATIONS

				PART I - CON	ITRACT-S	PECIFIC QUALIFICATIONS	3	
				A.	CONTRAC	CT INFORMATION		
			OCATION (City and State)					
			Qualifications for Eng	ineering Service	es for the C	Coastal Ridge Community De 3. SOLICITATION OR PROJECT NU		
		1 13, 2				3. SOLICITATION OR PROJECT NO	WIDER	
		, .		B ARCHIT	FCT-FNGII	NEER POINT OF CONTACT		
4 1	10.04	E AND T	ITI E	D. Alternit		TELETI ONLY OF GONTAGE		
			ch, PE, Principal Vice I	President/Sharel	holder			
		E OF FIR						
			ims & Miller, Inc.			T		
			NUMBER	7. FAX NUMBER) <i>E</i>	8. E-MAIL ADDRESS		
(9	J 4)	642-8	990	(904) 646-948		WelchD@etminc.com		
			(Com	plete this section f	_	e contractor and all key subcom	tractors.)	
	(C	heck)						
	PRIME PRIME SUBCON-K IRACTOR PAINE SUBCON-K I		AME		10. ADDRESS	11. ROLE IN THIS CONTRACT		
	PF	PAR SUE TRA						
a.	England-Thims & Miller, Inc.			iller, Inc.		old St. Augustine Road ville, Florida 32258	District Engineer	
a. —			CHECK IF BRANCH OF	FICE				
b.								
			CHECK IF BRANCH OF	FICE				
c.								
			CHECK IF BRANCH OF	FICE				
d.								
			CHECK IF BRANCH OF	FICE				
e.								
CHECK IF BRANCH OFFICE								
f.								
_			CHECK IF BRANCH OF	FICE				
D.	D. ORGANIZATIONAL CHART OF PROPOSED TEAM (Attached)							

ORGANIZATIONAL CHART



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)								
12.	NAME		ROLE IN THIS CONTRACT			14. YEARS EXPERIENCE		
Bra	ad Weeber, PE, LEED AP	Client Relations & Project Strategy			a. TOTAL 20	b. WITH CURRENT FIRM 20		
	FIRM NAME AND LOCATION <i>(City and State)</i> gland, Thims & Miller, Inc., Jacksonville, Flo	rida						
	EDUCATION (Degree and Specialization)		17. CURRENT PRO	OFESSIONAL RI	EGISTRATION	(State and Discipline)		
MS								
MS, Biosystems Engineering, Clemson University BS, Biosystems Engineering, Clemson University Florida Professional Engineer, No. 70005 Georgia Professional Engineer, No. 038317								
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, O	rganizations, Training, Aw	ards, etc.)					
No	ortheast Florida Builders Association, Urban	Land Institute, US	Green Building	g Council				
		19. RELEVANT I	PROJECTS					
	(1) TITLE AND LOCATION (City and State) Silverleaf Master Development Plan, St. Jo	hne County Florid	lo.	DD OFFOOIONIA	. ,	COMPLETED		
	Silvenear Master Development Plan, St. 30	nins County, Florid	la	PROFESSIONA Ongo		CONSTRUCTION (If applicable)		
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S			_		ormed with current firm		
	Responsible for the master drainage design coordination with geotechnical and environ							
	design, coordination of traffic studies for mi							
	(1) TITLE AND LOCATION (City and State)		 	'				
	Lakeside at Town Center (Nocatee), St. Jo	hns County, Florid	a	PROFESSIONA		COMPLETED CONSTRUCTION (If applicable)		
	, , ,	•		201				
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE					ormed with current firm		
	Responsible for the site civil engineering an							
	The utilities were required to tie into existing systems, as well as be designed for future expansion that would be served through this development.							
	(1) TITLE AND LOCATION (City and State)		_		. ,	COMPLETED		
	Carlyle at Bartram Park (Amenity Center),	Jacksonville, Florid	da	PROFESSIONA	L SERVICES	CONSTRUCTION (If applicable)		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE				project perfo	ormed with current firm		
C.	Responsible for the civil engineering design and permitting for the residential area along with the amenity center. Mr.							
	Weeber assisted the client with the determination of the most desirable and cost-effective LEED credits for the amenity center, as well as the design and documentation required by USGBC. Project achieved LEED Certified status.							
	center, as well as the design and documen	tation required by	USGBC. Proje	ct achieved	LEED Cer	rtified status.		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED				
	Davis/9B - Cypress Bluff, Jacksonville, Flor		Ongo		CONSTRUCTION (If applicable)			
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S			ormed with current firm				
u.	Project Engineer responsible for providing professional engineering service							
	Duval County. ETM's efforts for this project included civil engineering construction plans, roadway design, stormwater collection system design, pump station design, regulatory permitting, and streetlight design.							
	(1) TITLE AND LOCATION (City and State)				(2) YEAR COMPLETED			
e.	Grace Farms, Jacksonville, Florida		PROFESSIONA		COMPLETED CONSTRUCTION (If applicable)			
	,		201		(-FF			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S					ormed with current firm		
	Project Designer/Engineer responsible for placeted in Jackson illa Florida, FTMIs offer							
	located in Jacksonville, Florida. ETM's efforts for this project included site planning, rezoning, concurrency, permitting,							

	E. RESUMES OF KI				СТ	
12	NAME (Comp	plete one Section E i		son.)	11	YEARS EXPERIENCE
12.	NAME	13. ROLE IN THIS CON	ITRACI	a T	OTAL	b. WITH CURRENT FIRM
Da	aniel Welch, PE	Principal Vice Pr	esident		10	10
	FIRM NAME AND LOCATION (City and State) ngland-Thims & Miller, Inc., Jacksonville, Flor	rida				
16.	EDUCATION (Degree and Specialization) 17. CURRE			OFESSIONAL REGIS	STRATION	(State and Discipline)
BS	S, Civil Engineering, University of North Florid	da	Florida Profe	ssional Engine	er, No.	87681
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or	ganizations, Training, Aw	ards, etc.)			
Urban Land Institute, ACE Mentor Program, MathCounts						
	(1) TITLE AND LOCATION (City and State)	19. RELEVANT	PROJECTS	I	(2) VEAD	COMPLETED
	Silverleaf Master Development Plan, St. Jol	hns County, Floric	la		()	COMPLETED CONSTRUCTION (If applicable)
	, , , , , , , , , , , , , , , , , , , ,	 		Ongoing		(арричало)
•	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		✓ Check if pro	ject perfo	ormed with current firm
a.	Professional Engineer providing services for the master drainage design an Responsibilities include master stormwater design and modeling, coordinat companies, cost estimates of alternatives to ensure cost effective design, a			on with geotec	hnical a	and environmental
	(1) TITLE AND LOCATION (City and State) Cross Creek, Clay County, Florida			(2) YEAR	COMPLETED	
					ERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Ongoing		ormed with current firm
b.	Project Manager and Professional Engineer assisting construction plans, stormwater collection system despermitting, landscape and irrigation design, and constructions.		er and sewer d	nent plan subm lesign, utility co	ittal, civ ordinat	il engineering ion, regulatory
	(1) TITLE AND LOCATION (City and State)				` '	COMPLETED
	Silverleaf Mass Grading, St. Johns County, Florida					CONSTRUCTION (If applicable)
			Ongoing			
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE					ormed with current firm
	Project Manager and Project Engineer responsible for master stormwater design, civil engineering construction pattern stormwater collection system design, regulatory permitting, and construction representation for multiple parcels throughout Silverleaf totaling over 2,000 acres and over 109 stormwater management facilities.					
	(1) TITLE AND LOCATION (City and State)					COMPLETED
	Creekview Trail, Clay County, Florida			PROFESSIONAL S Ongoing	ERVICES	CONSTRUCTION (If applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S					ormed with current firm
	Project Engineer responsible for master sto system design, nutrient analysis, site plann community.					
	(1) TITLE AND LOCATION (City and State)					COMPLETED
	Grand Creek, St. Johns County, Florida			PROFESSIONAL SI 2018 - 202		CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		✓ Check if pro	ject perfo	ormed with current firm
٥.	Project Manager and Professional Enginee					
	construction plans, stormwater collection de floodplain analysis, regulatory permitting, a	•	•	•		

12. NAME Ryan Canaday, EI Project Manager Project Manager Project Manager 13. ROLE IN THIS CONTRACT 14. 4. WITH CURRENT FIRM 15. FREM NAME AND LOCATION (City and State) England, Thims & Miller, Inc. (Jackson/Ville, Florida) 16. EDUCATION (City and State) 17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Avands, etc.) 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Avands, etc.) 19. RELEVANT PROJECTS (1) TITLE AND LOCATION (City and State) Corectived Witall CDD, Clay County, Florida (3) BRIEF DESCRIPTION (Brief scope, see, cost, etc.) AND SPECIFIC ROLE (3) GRIEF DESCRIPTION (Gray and State) (4) TITLE AND LOCATION (City and State) (5) TRAIN (City County), Florida (5) BRIEF DESCRIPTION (Brief scope, see, cost, etc.) AND SPECIFIC ROLE (6) TRAIN (City County), Florida (6) BRIEF DESCRIPTION (Brief scope, see, cost, etc.) AND SPECIFIC ROLE (7) TITLE AND LOCATION (City and State) (8) BRIEF DESCRIPTION (Brief scope, see, cost, etc.) AND SPECIFIC ROLE (8) TRAIN (City County), Florida (9) BRIEF DESCRIPTION (Brief scope, see, cost, etc.) AND SPECIFIC ROLE (9) TITLE AND LOCATION (City and State) (1) TITLE AND LOCATION (City and State) (2) TITLE AND LOCATION (City and State) (3) BRIEF DESCRIPTION (Brief scope, see, cost, etc.) AND SPECIFIC ROLE (1) TITLE AND LOCATION (City and State) (2) VEAR COUNT, Florida (3) BRIEF DESCRIPTION (Brief scope, see, cost, etc.) AND SPECIFIC ROLE (4) SINGERED FROM (City City City City City City City City		E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)						
Ryan Canaday, El Finanuake Abu Location (City and Sare) England, Thims & Miller, Inc. (Jacksonville, Florida) 16. EDUCATION (Degree and Specialization) 17. CURRENT PROFESSIONAL REGISTRATION (Sale and Discipline) 18. Civil Engineering, University of Florida, 2021 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers 19. RELEVANT PROJECTS (I) TITLE AND LOCATION (City and State) Creekview Trail CDD, Clay County, Florida 19. RELEVANT PROJECTS (I) TITLE AND LOCATION (City and State) (I)	12.					14.	YEARS EXPERIENCE	
England, Thims & Miller, Inc. (Jacksonville, Florida) 16. EDUCATION (Degree and Specialization) 17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) 18. OTHER PROFESSIONAL QUALIFICATIONs (Publications, Organizations, Training, America, etc.) 18. OTHER PROFESSIONAL QUALIFICATIONs (Publications, Organizations, Training, America, etc.) 19. RELEVANT PROJECTS 10. RELEVANT PROJEC	Ry	an Canaday, El	Project Manager					
BS, Civil Engineering, University of Florida, 2021 Florida Engineer Intern, No. 1100024955 Is. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers 19. RELEVANT PROJECTS (1) TITLE AND LOCATION (Cip. and State) Creekview Trail CDD, Clay County, Florida (3) BRIEF DESCRIPTION (Rindr scope, size, cost, etc.) AND SPECIFIC ROLE Engineer Intern responsible for master stormwater design, civil engineering construction plans, stormwater collection system design, nutrient analysis, site planning, and regulatory permitting for proposed 1,000-acre master planned community. (3) BRIEF DESCRIPTION (Rindr scope, size, cost, etc.) AND SPECIFIC ROLE Engineer Intern responsible for helping with professional engineering services for Reinhold Parcel 61, Clay County, Florida (3) BRIEF DESCRIPTION (Rindr scope, size, cost, etc.) AND SPECIFIC ROLE Engineering Intern responsible for helping with professional engineering services for Reinhold Parcel 61, which is a 269± acre, 725 single family unit development in Clay County, Florida. ETM's efforts for this project included site planning, rezoning, water and sewer design, stormwater management system design, permitting, and contract representation. (1) TITLE AND LOCATION (Cip. and State) (2) YEAR COMPLETED FROFESSIONAL SERVICES CONSTRUCTION (If applicable) Organing (3) BRIEF DESCRIPTION (Rindr scope, size, cost, etc.) AND SPECIFIC ROLE (4) TITLE AND LOCATION (Cip. and State) (3) BRIEF DESCRIPTION (Rindr scope, size, cost, etc.) AND SPECIFIC ROLE (5) TITLE AND LOCATION (Cip. and State) (6) Engineering Intern responsible for helping with professional engineering services for Reinhold Parcel 61, which is a 269± acre, 399 single family unit development in Clay County, Florida. ETM's efforts for this project included site planning, permitting, water and sewer design, stormwater management system design, permitting, and contract representation. (5) BRIEF DESCRIPTION (Rindr scope, size, cost, etc.) AND S			orida)					
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(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Engineer Intern responsible for master stormwater design, civil engineering construction plans, stormwater collection system design, nutrient analysis, site planning, and regulatory permitting for proposed 1,000-acre master planned community. (1) TITLE AND LOCATION (City and State) Reinhold Pacel 61, Clay County, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE (4) TITLE AND LOCATION (City and State) Reinhold Pacel 61, which is a 269± acre, 725 single family unit development in Clay County, Florida. ETM's efforts for this project included site planning, rezoning, water and sewer design, stormwater management system design, permitting, and contract representation. (1) TITLE AND LOCATION (City and State) Grand Landings Phase 5 & 6, Palm Coast, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (Brief special scope, size, cost, etc.) AND SPECIFIC ROLE (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (Brief special scope, size, cost, etc.) AND SPECIFIC ROLE (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE (4) Silverleaf Plantation DRI / St. Johns County, Florida (5) Silverleaf Plantation DRI is a master planned community encompassing 7, 300 acres in roject included site planning, permitting, water and sewer design of 10,700 residential units and 1.7 million SF of retail, office, and light industrial uses. Final build-out of Silverleaf is anticipated by 2025. Mr. Clark's involvement with this project included master site plannation and landscape design services. (6) Silverleaf Plantation DRI is a master planned community encompassing 7, 300 acres in roject performed with current firm and landscape design services. (7) TI								
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Governors Park DRI, Clay County, Florida PROFESSIONAL SERVICES CONSTRUCTION (If applicable) Ongoing (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The Governors Park DRI situated along the proposed First Coast Outer Beltway in Clay County is a Master Planned Community of 3,200 acres. The development program includes 3.5-million-square-feet of non-residential development,	d.	Silverleaf Plantation DRI is a master planne Included in the project is the design of 10,7 Final build-out of Silverleaf is anticipated by	ed community enc 00 residential unit	s and 1.7 millio	on SF of reta	ail, office, a	and light industrial uses.	
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The Governors Park DRI situated along the proposed First Coast Outer Beltway in Clay County is a Master Planned Community of 3,200 acres. The development program includes 3.5-million-square-feet of non-residential development,							CONSTRUCTION (If applicable)	
6.000 residential units, as well as schools and public parks to serve the needs of the community.	e.	The Governors Park DRI situated along the Community of 3,200 acres. The developme	proposed First Control nt program include	es 3.5-million-s	quare-feet o	of non-resi		

	E. RESUMES OF KI	EY PERSONNEL Pl			RACT	
12.	NAME	13. ROLE IN THIS CON		3011.)	14.	YEARS EXPERIENCE
Ja	son Hall, PE	Transportation E	ngineer		a. TOTAL 25	b. WITH CURRENT FIRM 25
	FIRM NAME AND LOCATION (City and State) gland-Thims & Miller, Inc. / Jacksonville, Flo	rida				
16.	EDUCATION (Degree and Specialization)		17. CURRENT PR	OFESSIONAL R	EGISTRATION	(State and Discipline)
BS	S, Civil Engineering, University of Florida, 200	02	Florida Profe	ssional Engi	ineer, No.	62467
	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or	ganizations, Training, Aw	ards, etc.)			
	American Society of Civil Engineers Advanced Work Zone Certified					
		19. RELEVANT	PROJECTS			
	(1) TITLE AND LOCATION (City and State) Downtown Improvements District / St. Augu	etine Florida		PROFESSIONA		COMPLETED
	Downtown Improvements District / St. Augu	istilie, Florida		PROFESSIONA 202		CONSTRUCTION (If applicable) 2024
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager and Engineer-of-Record for the design and permitting for the reco Treasury Street, and Spanish Street) and the associated utilities in the Downtown S adopted streetscape guidelines. Responsibilities included roadway and drainage de temporary traffic control. This project was selected as the 2016 National APWA Pro		ne Downtown St ind drainage des	. Augustine H sign, utility de	listoric Distr sign and co	ict to match the newly ordination, signing, and
	Restoration. (1) TITLE AND LOCATION (City and State)				(2) YEAR	COMPLETED
	Downtown Improvements District Phase II / St. Augustine, Florida			PROFESSIONA 202		CONSTRUCTION (If applicable) 2024
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S Project Manager for the design and permitting for the associated utilities in the Downtown St. Augustine Hi roadway and drainage design, utility design and coor	e reconstruction of the storic District to match	the newly adopte	Check if na Street, Toloed streetscape	project perfo mato Lane, a	ormed with current firm and Spanish Street) and the
	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED		
	Bus Rapid Transit / Jacksonville, Florida			PROFESSIONA 202		CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE				ormed with current firm
С.				upport JTA's t gnificantly deg	funding sub grading traff	mittal. The objective of the ic levels of service.
	(1) TITLE AND LOCATION (City and State)					COMPLETED
	Riberia Street Improvements / St. Augustin	e, Fiorida		PROFESSIONA 201		CONSTRUCTION (If applicable) 2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE				rmed with current firm
d.	Project Manager for the design and permitting of the reconstruction of Ribe this project required innovative drainage solutions and detailed roadway an roadway/drainage design, signing/pavement marking, utility design, MOT, p		ed roadway and	ria Street. Th d utility desig	ne built-out gns. Respo	urban conditions of onsibilities included
	(1) TITLE AND LOCATION (City and State)				(2) YEAR	COMPLETED
	Sevilla Street, St. Augustine, Florida			PROFESSIONA 202	I	CONSTRUCTION (If applicable) 2020
6	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		✓ Check if	project perfo	rmed with current firm
e.	Project Manager for the design and permitti drainage design, utility design and coordinate					

	E. RESUMES OF K				СТ	
-10		plete one Section E		son.)	- 44	VEADO EVDEDIENOS
12.	NAME	13. ROLE IN THIS CON	ITRACI	аТ	OTAL	YEARS EXPERIENCE b. WITH CURRENT FIRM
Ry	/an Clark, PLA	Landscape Archi	itect		23	19
	FIRM NAME AND LOCATION (City and State) ngland-Thims & Miller, Inc. / Jacksonville, Flo	rida				•
16.	EDUCATION (Degree and Specialization)		17. CURRENT PR	OFESSIONAL REGIS	STRATION	(State and Discipline)
BL	A, Louisiana State University, 2022		Professional	Landscape Arc	chitect, I	No. 6667053
	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or DOT Advanced MOT; American Society of La	andscape Archited	ets			
	(1) TITLE AND LOCATION (City and State)	19. RELEVANT	PROJECTS	ı	(0) \((5.4.5.	OOMBI ETED
	Silverleaf Plantation DRI / St. Johns County	, Florida			. ,	COMPLETED CONSTRUCTION (If applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Silverleaf Plantation DRI is a master planned community encompassing 7,300 acres the project is the design of 10,700 residential units and 1.7 million SF of retail, office Silverleaf is anticipated by 2025. Mr. Clark's involvement with this project included r services.			Check if prosin Northwest St., and light industr	. Johns (rial uses	. Final build-out of
_	(1) TITLE AND LOCATION (City and State)				(2) YEAR	COMPLETED
	Nocatee / Ponte Vedra Beach, Florida			PROFESSIONAL SI Ongoing	ERVICES	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S Landscape Architect for the 15,000-acre nation's third best-selling master-planne landscape, hardscape, and tree mitigati	e, 30,000-persored community in		RI, which has	been	
	(1) TITLE AND LOCATION (City and State)					COMPLETED
	Governors Park DRI, Clay County, Florida			PROFESSIONAL SI Ongoing	ERVICES	CONSTRUCTION (If applicable)
C.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The Governors Park DRI situated along the proposed First Coast Outer Be Community of 3,200 acres. The development program includes 3.5-million 6,000 residential units, as well as schools and public parks to serve the ne			square-feet of r	non-resi	ormed with current firm a Master Planned dential development,
	(1) TITLE AND LOCATION (City and State)				(2) YEAR	COMPLETED
	Bannon Lakes DRI, St. Johns County, Flori	da		PROFESSIONAL SI Ongoing	ERVICES	CONSTRUCTION (If applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SETM's efforts for this project included the parameters a Comprehensive Plan Amendment, the properation of a Master Development Plan tree mitigation services.	reparation and fili	ng of a Planned	of Proposed Cl d Unit Developr	hange t nent mo	odification and the
	(1) TITLE AND LOCATION (City and State)				(2) YEAR	COMPLETED
	The Strand at Town Center / Jacksonville,			PROFESSIONAL SI 2017	ERVICES	CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The Strand is a 90-acre retail development located adjacent to the St. Johns To includes retail shops, restaurants, and a hotel. Hobby Lobby and Best Buy and this project included the landscape and hardscape design of the retail center. F summer of 2017.		own Center in Ja nor the main cer	acksonv nter. Mr.	Clark's involvement with	

	E DESIIMES OF KI	EY PERSONNEL PROPOSED FOR	THIS CONT	PACT			
		plete one Section E for each key per		NACI			
12.	NAME	13. ROLE IN THIS CONTRACT	, , , , , , , , , , , , , , , , , , ,	14.	YEARS EXPERIENCE		
Je	ff Brooks	Construction Administration		a. TOTAL 40	b. WITH CURRENT FIRM 14		
	FIRM NAME AND LOCATION (City and State) agland-Thims & Miller, Inc., Jacksonville, Flor	rida			•		
	EDUCATION (Degree and Specialization)		ROFESSIONAL RE	EGISTRATION	(State and Discipline)		
18	8. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)						
	·		anarata Fiald	Inonostor	Cnoo 246 TEST OC		
	TQP: Earthwork 2, Asphalt Paving 1, Concreinanager; ACI: Field Testing Technician 1; MIS						
		19. RELEVANT PROJECTS					
	(1) TITLE AND LOCATION (City and State)			. ,	COMPLETED		
	Six Mile Creek St. Johns County, Florida		PROFESSIONA Ongo	I	CONSTRUCTION (If applicable)		
•	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	✓ Check if	project perfo	rmed with current firm		
a.	Inspector for the Six Mile Creek North project, which is located in the 4,00 Golf Village, Saint Johns DRI. The project is an exclusive private gated com Laterra Resort, the King and the Bear golf course, clubhouse, restaurant, p			ngle family	residential lots, the		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED		
	Durbin Crossing, St. Johns County, Florida		PROFESSIONA Ongo	I	CONSTRUCTION (If applicable)		
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE				rmed with current firm		
	Inspector for construction services related to the proposed development Crossing Parcel Y. This 33.5-acre site is located in St. Johns County, just of planning, surveying, engineering, and permitting necessary to develop the		f St. Johns Pa	ırkway. Th			
	(1) TITLE AND LOCATION (City and State)			. ,	COMPLETED		
	Tamaya, Duval County, Florida		PROFESSIONA Ongo		CONSTRUCTION (If applicable)		
_	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		✓ Check if	project perfo	rmed with current firm		
C.	Inspector for construction services related include more than 500,000 square feet of square-foot clubhouse behind a grand gate	commercial/retail space and a \$	10 million ar	nenity cen	ter with a 10,000-		
	(1) TITLE AND LOCATION (City and State)				COMPLETED		
	Pine Ridge Plantation, Clay County, Florida	ì	PROFESSIONA Ongo	ı	CONSTRUCTION (If applicable)		
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	✓ Check if project performed with current firm				
u.	Provided construction monitoring services	for this multi-phase, planned su	ubdivision in	Clay Coun	ty.		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED		
	Palencia North, St. Johns County, Florida		PROFESSIONA Ongo		CONSTRUCTION (If applicable)		
_	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE			rmed with current firm		
e.	Inspector for construction services related master-planned community offers a full-sp with more than 33 acres of parks, trails and	ectrum of home sites plus ancil	nternational	Golf Parkv	vay. The 2,350-acre		

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

l

21. TITLE AND LOCATION (City and State)	22. YEAR	COMPLETED
SilverLeaf Plantation	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
St. Johns County, Florida	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hutson Companies	Cody Hutson	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

SilverLeaf Plantation is a 7,285 +/- acre mixed use Development of Regional Impact. The project includes approximately 1,140,000-square-feet of commercial space, 330,000-square-feet of industrial space, 300,000-square-feet of office space, 6,800 single-family residential units, and 3,900 multi-family units, 6 schools including an Academic Village, with a community college campus.



	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	England-Thims & Miller, Inc.	Jacksonville, Florida	District Engineer
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) I IXW IVANIE	(2) This Education (only and state)	(a) NOLL
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
۵.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.			

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION (City and State)	22. YEAR	COMPLETED
East Nassau Stewardship District	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Nassau County, Florida	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
East Nassau Stewardship District	Mike Hahaj	(904) 321-1030

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ETM is the District Engineer for the East Nassau Stewardship District, which is a 24,000-acre DRI project that includes 640 acres of commercial development. At total build-out, this project will include 11-million-square-feet of non-residential space, 550,000-square-feet of commercial space, and 24,000 residential units. ETM is responsible for providing engineering, cost estimates, and plan review to ensure the proper construction of improvements within the District.



(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE District Engineer
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
10 FIDAMAS		
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	England-Thims & Miller, Inc. (1) FIRM NAME (1) FIRM NAME (1) FIRM NAME	England-Thims & Miller, Inc. Jacksonville, Florida (1) FIRM NAME (2) FIRM LOCATION (City and State) (1) FIRM NAME (2) FIRM LOCATION (City and State) (1) FIRM NAME (2) FIRM LOCATION (City and State) (1) FIRM NAME (2) FIRM LOCATION (City and State)

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

Complete one couldn't for each project.)			
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED		
Tolomato CDD (Nocatee)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
St. Johns County, Florida	Ongoing		

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
The Parc Group	Rick Ray	(904) 992-9750

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Nocatee, one of the top 10 best selling communities in the nation, is the one project in the Jacksonville region that is most similar to Big Island CDD. This 15,000-acre parcel, at total build-out, will consist of 14,000 residential units, 5-million square feet of nonresidential space and recreation/open spaces, churches, schools and civic uses. ETM is proud of our involvement in the engineering design, planning and landscape architecture of this project. We have been involved with this project since 1997, when The PARC Group began the conceptual planning process.

In addition to providing the lead design consulting services, ETM was responsible for the design, permitting, and construction management of over \$200 Million of transportation, stormwater, and utility infrastructure.





	(1) FIRM NAME	1, ,	(3) ROLE
a.	England-Thims & Miller, Inc.	Jacksonville, Florida	District Engineer
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
C.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.			
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Double Branch Community Development District	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Jacksonville, Florida	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
The Hutson Companies	David Hutson	(904) 262-7718

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ETM was responsible for the master planning of this 10,000-acre DRI project. The project included roadway design, utility design and master stormwater management design and permitting. In 1999, ETM served as lead consultant in a major modification to the Argyle Forest DRI.

The land development work included engineering and landscape design of over 5,000 residential units, two amenity centers with each over \$7 Million, a regional baseball softball park, a regional soccer park, and over 1 million SF of retail and commercial space. ETM was responsible for the day-to-day coordination efforts of six residential and connector highway construction projects including Amenity Site Construction, totaling approximately \$22 Million. This project includes over 10 miles of connector roadway and infrastructure improvements, JEA and Clay County Utility Authority improvements, amenity center construction, box culvert construction, landscape and irrigation improvements, and lot development services.





	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	England-Thims & Miller, Inc.	Jacksonville, Florida	District Engineer
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
C.			
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.			
_			
•	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.			

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION (City and State)

Bartram Springs Community Development District Jacksonville, Florida

22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCT

Ongoing

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

	Southstar Development Partners, Inc.	Kimball Woodbury	(305) 476-1514	
	a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Bartram Springs is a 1,400 lot single family development in Southeast Duval County located on the northside of Race Track Road immediately west of Philips Highway. The site is over 1,000 acres, half of which are wetlands that discharge to a Durbin Creek tributary. Additional features and elements include: a multi-family parcel, a retail component, a city park site, an elementary school and an amenity area.



	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	England-Thims & Miller, Inc.	Jacksonville, Florida	District Engineer
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
C.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.			

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

22. YEAR COMPLETED

Bartram Park

Jacksonville, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES CONSTRUCTION (If applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Eastland	Tom Dodson	(904) 280-7100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Bartram Park is a 3,600-acre mixed-use DRI. The project is located in south Duval County and north St. Johns County along I-95. The proposed development consists of 2,000± single-family units, 7,000± multi-family units, 1.3-million-square-feet of commercial space, 1.6-million-square-feet office space, and 330± hotel rooms. As part of the DRI, over 2,00± acres of preservation land was provided along Julington and Durbin Creek.



a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
с.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State)

Pine Ridge Plantation (Clay County, Florida)

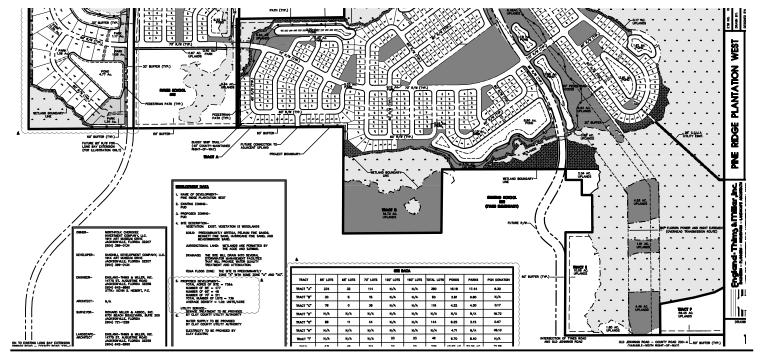
22. YEAR COMPLETED
PROFESSIONAL SERVICES CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Tynes Partners, LLC	Levi Ritter	(904) 399-0134

^{24.} BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

England, Thims & Miller was contracted by Tynes Partners, LLC to provide professional engineering services related to a 116 single family lot subdivision located within the Pine Ridge Development in Clay County. ETM's efforts for this project included: master site plan, water and sewer design, stormwater collection system design, roadway design, regulatory permitting and construction administration.



	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	England-Thims & Miller, Inc.	Jacksonville, Florida	District Engineer
a.	England Timbe & Willer, Inc.	- Cachestrino, Fronda	Biother Engineer
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
h			
b.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.			
C.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.			
u.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.			
٥.			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.			

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

21.	TITLE	AND	LOCATION	(City	and	State)

Beach CDD (Duval County, Florida)

22. YEAR COMPLETED
PROFESSIONAL SERVICES CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Beach CDD	Jill Cupps	(407) 382-3256

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ETM was contracted by Beach Community Development District (CDD) to provide professional engineering support services related to the operation of the CDD in Duval County. ETM's efforts for this project included, coordination with utility providers, coordination with contractors, permitting, engineering services, project management, coordination with surveyors, architects and other consultants and requisition processing.



a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE District Engineer
b .	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)										
(176111 GGGLGH 2, BIGGK 12)	(From Section E, Block 13)	1	2	3	4	5	6	7	8	9	10
Brad Weeber, PE, LEED AP	Client Relations & Project Strategy	X					X				
Daniel Welch, PE	Principal Vice President	X									
Ryan Canaday, El	Project Manager	X									
Jason Hall, PE	Transportation Engineer	X					X		X		
Ryan Clark, PLA	Landscape Architect	X	X	X		X	X	X	X		
Jeff Brooks	Construction Administrator	X		X	X	X	X	X	X		

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	SilverLeaf Plantation	6	Bartram Park
2	East Nassau Stewardship District	7	Pine Ridge Plantation
3	Tolomato Community Development District	8	Beach Community Development District
4	Double Branch Community Development District	9	
5	Bartram Springs	10	

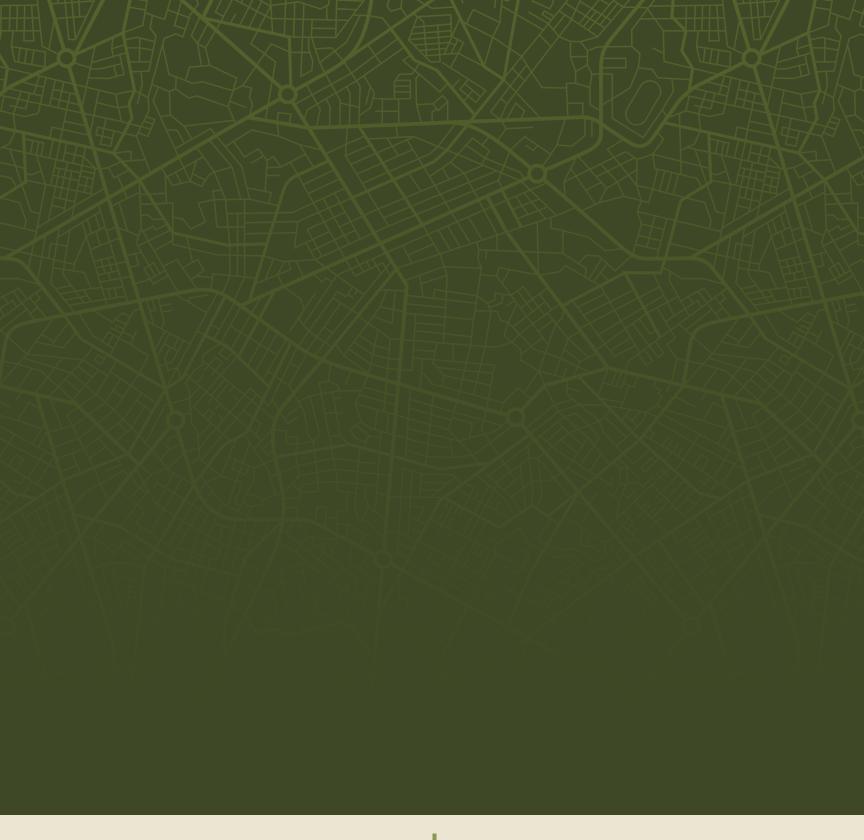
30.	PROVIDE ANY ADDITIONAL	. INFORMATION REQUESTED BY	THE AGENCY.	ATTACH ADDITIONAL	L SHEETS AS NEEDED.	
		1	ALITUODIZE	D REPRESENTAT	TIVE	
				s a statement of fa		
31.	SIGNATURE					32. DATE
\	1/7/1/					April 25, 2025
	NAME AND TITLE niel Welch, PE					

H. ADDITIONAL INFORMATION

ARCHITECT-ENGINEER QUALIFICATIONS 1. SOLICITATION NUMBER (If any)

			PART II - (ZENEDAL	OLIALIE	ICATIONS	2		
	(I	ı f a firm has branch c						g work.)	
2a. FIRM (or Branch Office) NAME								SHED 4. UNIQUE	ENTITY IDENTIFIER
England, Thims & Miller, Inc.							1983	09-783-0	0251
2b. STREE	•							5. OWNERSH	IP
	ld St. Augustii					a. TYPE			
2c. CITY				2d. STA	ı		Corporation		
Jackson			FI	32258	3	b. SMALL BUSINES	SS STATUS		
6a. POINT	OF CONTACT NAM					N/A			
Daniel Welch, PE, Principal Vice President/			t/Sharehol	der			7. NAME OF FIRM	I (If Block 2a is a Br	anch Office)
	HONE NUMBER		6c. EMAIL AD						
(904) 642	2-8990		WelchD@		n			_	
- ·	<u> </u>	8a. FORMER FIRM	NAME(S) (If	any)		8b. YEA	R ESTABLISHED	8c. UNIQUE E	NTITY IDENTIFIER
Bassett,	England & Th	ims, inc.							
							1977	09-783-0251	
	O EMI	PLOYEES BY DISCIPI	INE			10. PF	OFILE OF FIRM	I'S EXPERIEN	CE
	9. EIVII	PLUTEES BT DISCIPI	LINE		AND	ANNUAL A	VERAGE REVE	ENUE FOR LAS	
a. Function	·	o. Discipline		f Employees			b. Experience	a	c. Revenue Index Number
Code		·	(1) FIRM	(2) BRANCH	Code				(see below)
02	Administrativ		40		C10	Shopping			6
08	CADD Techr		23		C15		tion Managem		8
12	Civil Engine		50		E12		nental Remedi	ation	4
15	Construction		38		H07	Highway/Streets			5
16	Construction		15		H09	Hospital & Medical Facilities			4
29	GIS Speciali		19		H11	Housing			7
39	Landscape A		7		101	Industrial Buildings			2
47	Planner: Urb		4		106	Irrigation/Drainage			2
48	Project Mana		11		L03	Landscape Architecture			2
58 N/A	Technician/A	Anaiyst	11		O01 O03	Office Building Utilities			3
IN/A	Survey		76		P05		Aroo		5
					P05 P06	Planning Planning			6
					P07	Land Fill			2
					R04	Recreati			2
					S04		Treatment		3
-					S10	Surveyin			6
					S13	Storm W			4
					T03		ngineering		6
					U02		nity Developme	ent	2
	Other Employ	ees	69		W02	Ground \			2
		Total	363		W03	Water Tr	eatment		4
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right) a. Federal Work 1 b. Non-Federal Work 10			2. \$10 3. \$25	PROF ss than \$100 00,000 to le 50,000 to le 00,000 to le	0,000 ss than \$2 ss than \$5	50,000 00,000	7. \$5 million 8. \$10 mil 9. \$25 mil	on to less than on to less than lion to less thar lion to less thar	\$5 million \$10 million n \$25 million
			5. \$1	million to le	ss than \$2	million	10. \$50 mil	lion or greater	
c. Total V	IVUIR	10		HORIZED R					
0:5:::=			The fore	egoing is a s	statement o	of facts.		1	
a. SIGNATU	RE / 11/1							b. DATE	005
	1/1/2/							April 25, 2	025
c. NAME ÂN Daniel V		e President/Shareho	older						

STANDARD FORM 330 (REV. 7/2021) PAGE 6





14775 Old St. Augustine Road Jacksonville, Florida 32258 (904) 642-8990 www.etminc.com



RESOLUTION 2025-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Coastal Ridge Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit** A for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of May 2025.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT			
Chair/Vice Chair, Board of Supervisors			

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

[inserted beginning on next page]

RULES OF PROCEDURE COASTAL RIDGE RESERVE COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF MAY 6, 2025

TABLE OF CONTENTS

Rule 1	.0 General		4
	Rule 1.1	Board of Supervisors; Officers and Voting.	5
	Rule 1.2	District Offices; Public Information and Inspection of Records; Policies Service Contract Requirements; Financial Disclosure Coordination	-
	Rule 1.3	Public Meetings, Hearings, and Workshops.	. 12
	Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse	16
Rule 2.	0 Rulemaki	ng Proceedings.	. 17
Rule 3.	0 Competiti	ve Purchase.	22
	Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act	. 26
	Rule 3.2	Procedure Regarding Auditor Selection.	29
	Rule 3.3	Purchase of Insurance.	. 33
	Rule 3.4	Pre-qualification	35
	Rule 3.5	Construction Contracts, Not Design-Build.	40
	Rule 3.6	Construction Contracts, Design-Build.	43
	Rule 3.7	Payment and Performance Bonds.	48
	Rule 3.8	Goods, Supplies, and Materials.	49
	Rule 3.9	Maintenance Services.	. 53
	Rule 3.10	Contractual Services.	. 56
	Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9	
Rule 4.	0 Effective	Date	60

Rule 1.0 General.

- (1) The Coastal Ridge Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) <u>Board of Supervisors.</u> The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) <u>Officers.</u> At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) <u>Committees.</u> The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the

matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) <u>District Offices.</u> Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
 - (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible

- for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (3) <u>Service Contracts.</u> Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- **(4)** Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.
- (5) <u>Records Retention.</u> The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- **(1)** Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."
 - (f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."
- (2) <u>Mistake.</u> In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly

noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

Agenda. The District Manager, under the guidance of District Counsel and the (3) Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

- (4) <u>Minutes.</u> The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) <u>Special Requests.</u> Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to prepay the cost of the copying and postage.
- (6) <u>Emergency Meetings.</u> The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if

available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

- (7) <u>Public Comment.</u> The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) <u>Budget Hearing.</u> Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) <u>Public Hearings.</u> Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) <u>Board Authorization.</u> The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of

- a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) <u>Continuances.</u> Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- Attorney-Client Sessions. An Attorney-Client Session is permitted when the (13)District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) <u>Security and Firesafety Board Discussions</u>. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) <u>Internal Controls.</u> The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) <u>Adoption.</u> The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) <u>Notice of Proceedings and Proposed Rules.</u>

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) <u>Rule Development Workshops.</u> Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) <u>Rulemaking Materials.</u> After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.

- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) <u>Variances and Waivers.</u> A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) <u>Purpose and Scope.</u> In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, designbuild services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization.</u> Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

- (a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
- (b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
- (c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
- (d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

- (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performancebased criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and

- provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully

perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
- (ii) The past performance of the entity/individual for the District and in other professional employment;
- (iii) The willingness of the entity/individual to meet time and budget requirements;
- (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
- (v) The recent, current, and projected workloads of the entity/individual;
- (vi) The volume of work previously awarded to the entity/individual;
- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) <u>Qualifying Procedures.</u> In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Oualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.
- (4) <u>Competitive Selection.</u>

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) <u>Competitive Negotiation.</u>

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) <u>Continuing Contract.</u> Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) <u>Emergency Purchase.</u> The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) <u>Definitions.</u>

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) <u>Establishment of Auditor Selection Committee.</u> Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) <u>Minimum Qualifications.</u> In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after

considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) <u>Board Selection of Auditor.</u>

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) <u>Contract.</u> Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;

- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) <u>Scope.</u> The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) <u>Scope.</u> In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Procedure.</u> When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
 - vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist:

- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) <u>Sole Source; Government.</u> Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes

with whom the District must contract or if the rate of payment is established during the appropriation process.

- (4) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) <u>Exceptions.</u> This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) <u>Scope.</u> The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) <u>Qualifications-Based Selection.</u> If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 - 2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

- b. Hold all required applicable federal licenses in good standing, if any;
- c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
- d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- The proposals, or the portions of which that include the 4. price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the In consultation with the Design Criteria District. Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
- 5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- 6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the

proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project

construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) <u>Emergency Purchase.</u> The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) <u>Exceptions.</u> This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) <u>Scope.</u> This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) <u>Discretionary Bond.</u> At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) <u>Purpose and Scope.</u> All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- The lowest Responsive Bid, after taking into account the preferences (g) provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies

or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

- (5) <u>Renewal.</u> Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect.

- Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat. Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) <u>Filing.</u>

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Oualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is

unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) <u>Contract Execution.</u> Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and
 - (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The

District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective May 6, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.



RESOLUTION 2025-32

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Coastal Ridge Community Development District ("District") was established pursuant to the provisions of Chapter 190, Florida Statutes ("Act"), which authorizes the District to levy certain special assessments pursuant to Chapter 170, 190, and 197 Florida Statutes, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Duval County for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the uniform method of collecting special assessments imposed by the District as provided in Chapters 170, 190, and 197, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year

when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Duval County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of May 2025.

ATTEST:	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT
	ry Chairman, Board of Supervisors
Exhibit A: Legal Descrip	otion

EXHIBIT A Coastal Ridge Community Development District



14775 Old St. Augustine Road, Jacksonville, Flimba 32258

ptminc.com | 904 642 8550

October 30, 2024 Page 1 of 3 Work Order No. 24-585,00 File No. 130G-02,00A

Coastal Ridge Community Development District Boundary

A portion of Sections 15, 16, 22, 27 and 34, together with portions of Section 41 of the G.I.F. Clarke Grant, Section 42 of the Sam Fairbanks Grant, Section 43 of the James Hall Grant, and Section 48 of the Christopher Minchen Grant, all lying in Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeasterly corner of Section 21, said Township and Range; thence Northerly along the Easterly line of said Section 21 the following 5 courses: Course 1, thence North 00°38'54" West, 615.70 feet; Course 2, thence South 64°32'22" West, 98.99 feet: Course 3, thence North 25°18'58" West, 3966.16 feet, Course 4, thence North 64°24'35" East, 1926.90 feet; Course 5, thence North 00°26'43" West, 399.70 feet to the Northeasterly corner thereof; thence South 89°14'34" West, along the Northerly line of said Section 21, a distance of 1310.35 feet; thence South 55°11'05" West, continuing along said Northerly line, 1231.18 feet; thence North 29°42'19" West, departing said Northerly line, 314.83 feet; thence North 30°22'52" East, 4414.25 feet; thence North 84°29'40" East, 1415.26 feet; thence South 65°46'19" East. 2751.03 feet; thence South 04°23'55" East, 595.55 feet; thence South 59°07'50" West, 1769.76 feet; thence South 36°55'53" West, 1581.86 feet; thence South 23°53'04" West, 1559.34 feet, thence South 24°47'43" East, 4334.68 feet to the Northwesterly corner of Section 44 of the G.I.F. Clarke Grant, said Township and Range; thence South 16°16'53" East, along the Westerly line of said Section 44, a distance of 3684.61 feet to the Southwesterly corner thereof; thence South 44°59'03" West, 1027.20 feet to the Northwesterly corner of Section 47 of the G.I.F. Clarke Grant, said Township and Range; thence South 20°30'17" East, along the Westerly line of said Section 47, a distance of 4641.98 feet to its intersection with the Northerly line of Conservation Easement Parcel "E", as described and recorded in Official Records Book 17745, page 1343, of said current Public Records, said line also being the Northwesterly line of Tract "A", as described and recorded in Official Records Book 9494, page 905, of said current Public Records; thence South 75°59'11" West, along said Northwesterly line, 2321.06 feet to a point lying on the boundary line of Parcel 100, as described and recorded in Official Records Book 12718, page 1001, of said current Public Records; thence along said boundary line the following 5 courses: Course 1, thence North 51°51'13" East, departing said Northwesterly line, 422.98 feet; Course 2, thence North 50°43'44" West, 658.35 feet; Course 3, thence South 39°16'16" West, 611.00 feet; Course 4, thence South 48°23'52" West, 234.00 feet; Course 5, thence South 41°36'08" East, 256.16 feet to the Southwesterly corner thereof, said corner lying on said Northwesterly line of Tract "A": thence South 75°59'11" West, along said Northwesterly line, 157.83 feet; thence North 41°19'43" West, departing said Northwesterly line and along a line 30 feet Northeasterly of and parallel with the Northeasterly right of way line of U.S. Highway No. 1 (Philips Highway), a variable width right of way as presently established, 329.18 feet; thence South 86°19'59" East, 39.91 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2940.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 08°35'23", an arc length of 440.76 feet to the point of tangency of said curve, said are being subtended by a chord bearing and distance of North 43°50'21" East, 440.35 feet; thence North 39°32'40" East, 461.79 feet to the point of

lauksurville I Orlando I Ormanii Beach

Coastal Ridge Community Development District Boundary (continued)

curvature of a curve concave Westerly having a radius of 490,00 feet; thence Northerly along the arc of said curve, through a central angle of 80°59'48", an arc length of 692.69 feet to the point of tangency of said curve, said are being subtended by a chord bearing and distance of North 00°57'14" West, 636.44 feet; thence North 41°27'08" West, 269.45 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet; thence Westerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 157.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 86°27'08" West, 141.42 feet; thence South 48°32'52" West. 1206.28 feet; thence South 02°10'35" West, 40.89 feet; thence North 41°19'43" West, along a line 30 feet Northeasterly of and parallel with said Northeasterly right of way line of U.S. Highway No. 1, a distance of 219.36 feet to its intersection with the Southeasterly line of those lands described and recorded in Official Records Book 18184. page 1682, of said current Public Records; thence North 48°35'05" East, along said Southeasterly line, 606.56 feet to the Easterly most corner thereof; thence North 41°20'35" West, along the Northeasterly line of said Official Records Book 18184, page 1682, a distance of 363.37 feet; thence North 60°42'08" East, departing said Northeasterly line, 322.13 feet; thence North 77°11'21" East, 427.87 feet; thence South 75°27'20" East, 77.24 feet to a point on a non-tangent curve concave Westerly having a radius of 490.00 feet; thence Northerly along the arc of said curve, through a central angle of 43°19'48", an arc length of 370.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°07'14" West. 361.79 feet; thence North 28°47'08" West, 428.38 feet to the point of curvature of a curve concave Easterly having a radius of 2560.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°19'18", an arc length of 684.58 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°07'29" West, 682.54 feet; thence South 75°47'43" West, along a non-tangent line, 774.14 feet to a point lying on the Westerly line of said Section 34; thence North 01°12'10" West, along said Westerly line, 1177.38 feet to the Northwesterly corner thereof; thence North 89°00'20" East, along the Northerly line of said Section 34, a distance of 667.54 feet to its intersection with the Southerly prolongation of the Easterly line of those lands described and recorded in Official Records Book 19061, page 203, of said current Public Records; thence North 00°59'45" West, departing said Northerly line, along said Southerly prolongation, along said Easterly line, and along the Easterly line of those lands described and recorded in Official Records Book 19577, page 2109, of said current Public Records. a distance of 1343.31 feet to the Northeasterly corner thereof; thence South 88°40'15" West, along the Northerly line of said Official Records Book 19577, page 2109, a distance of 667.52 feet to the Northwesterly corner thereof, said corner lying on the Westerly line of said Section 27; thence North 00°59'51" West, along said Westerly line, 4027.38 feet to the Northwesterly corner thereof and the Point of Beginning.

Less and Except from the above described lands the following Exception Parcels:

Exception 1

A portion of Section 34, together with a portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Coastal Ridge Community Development District Boundary (continued)

For a Point of Beginning, commence at the Northwesterly corner of said Section 34; thence North 89°00'20" East, along the Northerly line of said Section 34, a distance of 697.54 feet; thence South 00°59'45" East, departing said Northerly line, 177.82 feet; thence South 08°28'38" West, 30.38 feet; thence South 00°59'45" East, 114.05 feet; thence Due East, 5.00 feet; thence South 00°59'45" East, 125.85 feet to the point of curvature of a curve concave Easterly having a radius of 2560.00 feet; thence Southerly along the arc of said curve, through a central angle of 12°28'05", an arc length of 557.08 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°13'47" East, 555.98 feet; thence South 75°47'43" West, along a non-tangent line, 774.14 feet to a point lying on the Westerly line of said Section 34; thence North 01°12'10" West, along said Westerly line, 1177.38 feet to the Point of Beginning.

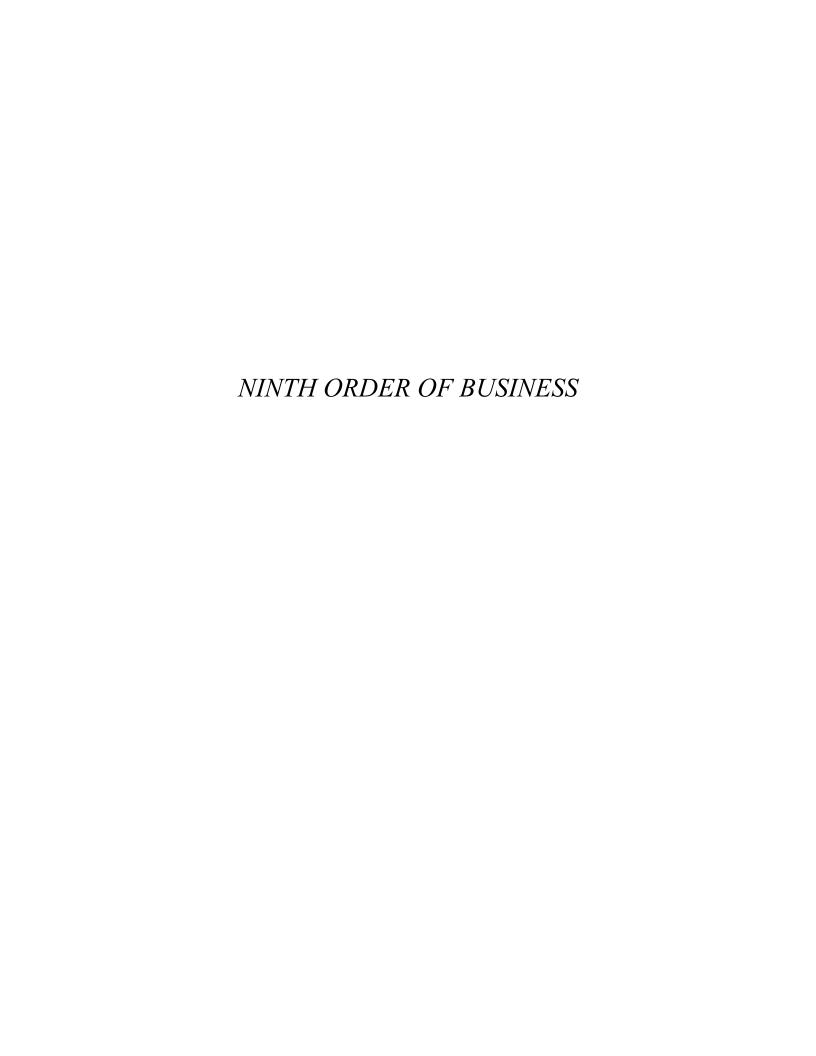
Exception 3

A portion of Section 48 of the Christopher Minchen Grant, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of Section 47 of the G.I.F. Clarke Grant, said Township and Range; thence South 20°30'17" East, along the Westerly line of said Section 47, a distance of 1529,81 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 20°30'17" East, along said Westerly line of Section 47, a distance of 3112.17 feet to its intersection with the Northerly line of Conservation Easement Parcel "E", as described and recorded in Official Records Book 17745, page 1343, said line also being the Northwesterly line of Tract "A", as described and recorded in Official Records Book 9494, page 905, both of the current Public Records of said county; thence South 75°59'11" West, departing said Westerly line and along said Northwesterly line, 1522.61 feet; thence North 29°32'37" West, departing said Northwesterly line, 827.53 feet; thence North 52°36'42" West, 382.57 feet; thence North 05°44'28" West, 1817.60 feet; thence North 61°20'47" East, 153.07 feet; thence North 54°51'28" East, 137.22 feet; thence North 62°34'38" East, 169.80 feet to the point of curvature of a curve concave Southeasterly having a radius of 937.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°16'14", an arc length of 118.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 66°12'45" East, 118.89 feet; thence North 69°50'52" East, 91.51 feet; thence South 00°59'31" East, 28.94 feet; thence South 21°09'09" East, 10.16 feet; thence North 69°50'52" East, 729.53 feet to the Point of Beginning.

Containing 1002.30 acres, more or less.



RESOLUTION 2025-33

THE ANNUAL APPROPRIATION RESOLUTION OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN 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 Coastal Ridge Community Development District ("District") proposed budget(s) ("Proposed Budget") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website, https://www.coastalridgecdd.com/, in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Coastal Ridge Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, Florida Statutes, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF MAY 2025.

FY 2026 Budget

ATTEST:	COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT		
Secretary / Assistant Secretary	Chair/Vice Chair, Board of Supervisors		

Exhibit A:

Exhibit A

FY 2025 Budget

Community Development District

Approved Budget FY 2025 and FY 2026

April 6, 2025



Community Development District

TABLE OF CONTENTS

Genera	1 Fund

Budget Page 1
Narrative Page 2-3

Community Development District

	roposed Budget Y 2025 (1)	roposed Budget FY 2026
Revenues		
Developer Contributions	\$ 75,511	\$ 127,053
Total Revenues	\$ 75,511	\$ 127,053
Expenditures		
Administrative		
Supervisors Fees	\$ 7,000	\$ 12,000
FICA Expense	\$ 536	\$ 918
Annual Audit	\$ 3,200	\$ 3,200
Dissemination Agent	\$ -	\$ 3,000
Engineering	\$ 7,000	\$ 12,000
Attorney	\$ 14,583	\$ 25,000
Assessment Administration	\$ -	\$ 7,500
Management Fees	\$ 26,250	\$ 45,000
Information Technology	\$ 875	\$ 1,500
Website Creation/ADA Compliance	\$ 1,750	\$ 960
Website Maintenance	\$ 700	\$ 1,500
Telephone	\$ 300	\$ 500
Postage	\$ 875	\$ 1,500
Insurance	\$ 3,000	\$ 5,000
Printing & Binding	\$ 700	\$ 1,200
Legal Advertising	\$ 8,000	\$ 5,000
Other Current Charges	\$ 300	\$ 600
Office Supplies	\$ 292	\$ 500
Dues, Licenses & Subscriptions	\$ 150	\$ 175
Total Expenditures	\$ 75,511	\$ 127,053
Excess Revenues/(Expenditures)	\$ -	\$ -

⁽¹⁾ All expenses prorated amount represents 7 months of fiscal year.

Community Development District

Budget Narrative

REVENUES

Developer Contribution

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to fund General Fund Expenditures for the Fiscal Year.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 12 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on estimated cost.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Assessment Roll Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services, LLC.

Website Creation/ADA Compliance

Costs to create the initial District website and ensure the District meets ADA compliance guidelines.

Expenditures - Administrative (continued)

Community Development District

Budget Narrative

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Internet, Phone and Wi-Fi service for Office.

Postage

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is an estimated premium.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

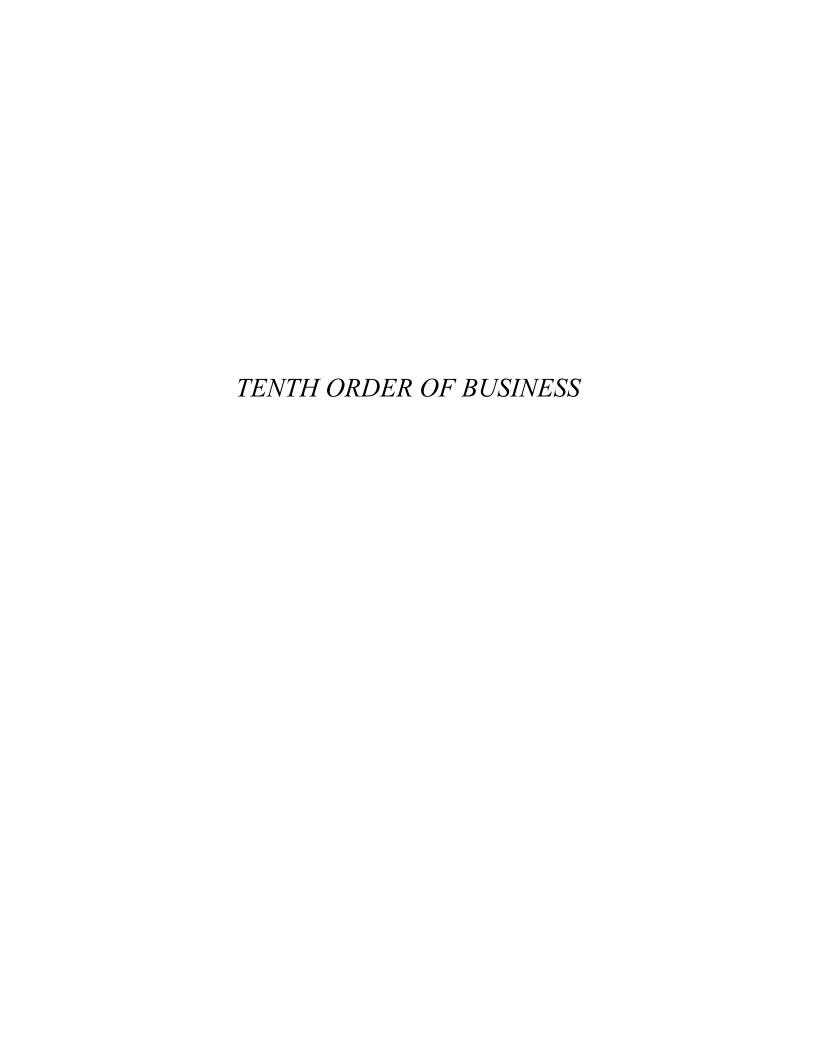
This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.



A.

RESOLUTION 2025-34

THE ANNUAL APPROPRIATION RESOLUTION OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Coastal Ridge Community Development District ("District") prior to June 15, 2025, proposed budget(s) ("Proposed Budget") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website, https://www.coastalridgecdd.com/, in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Coastal Ridge Community Development District for the Fiscal Year Ending September 30, 2026."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, Florida Statutes, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF MAY 2025.

ATTEST:		DISTRICT		
Secretary / A	Assistant Secretary	Chair/Vice Chair, Board of Supervisors		
Exhibit A:	FY 2026 Budget			

Exhibit A

FY 2026 Budget

Community Development District

Approved Budget FY 2025 and FY 2026

April 6, 2025



Community Development District

TABLE OF CONTENTS

Genera	1 Fund

Budget Page 1
Narrative Page 2-3

Community Development District

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Management Fees	\$ 26,250	\$ 45,000
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Website Maintenance	\$ 700	\$ 1,500
Telephone	\$ 300	\$ 500
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Total Expenditures	\$ 75,511	\$ 127,053
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⁽¹⁾ All expenses prorated amount represents 7 months of fiscal year.

Community Development District

Budget Narrative

REVENUES

Developer Contribution

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to fund General Fund Expenditures for the Fiscal Year.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 12 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on estimated cost.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Assessment Roll Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services, LLC.

Website Creation/ADA Compliance

Costs to create the initial District website and ensure the District meets ADA compliance guidelines.

Expenditures - Administrative (continued)

Community Development District

Budget Narrative

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Internet, Phone and Wi-Fi service for Office.

Postage

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Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is an estimated premium.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.



BUDGET FUNDING AGREEMENT FISCAL YEAR 2026

This Agreement ("Agreement") is made and entered into effective as of	, 2025
by and between:	

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Jacksonville, Duval County, Florida, with a mailing address of c/o Governmental Management Services, L.L.C., 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

EVRDEV, LLC, a Florida limited liability company, and the owner and/or developer of property located within the boundaries of the District, whose address is 4314 Pablo Oaks Court, Jacksonville, Florida 32224 ("**Developer**," and together with the District, the "**Parties**"). For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the CDD owned by the Developer on the Effective Date of this Agreement.

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year ending September 30, 2026 ("FY 2026"), the Board of Supervisors ("Board") of the District adopted its general fund budget ("Budget") attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

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

- 1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer's consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District's general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.
- 2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments, including on the Property, in the event of a funding deficit.
- 3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:
 - a. [Contractual Lien]. The District shall have the right to file a continuing lien ("Lien") upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a "Notice of Lien" in the public records of the County.
 - b. [Enforcement Action] The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
 - c. [Uniform Method; Direct] The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement.

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

- 5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.
- 6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.
- 7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.
- 8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.
- 10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 11. **ARM'S LENGTH.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

[SIGNATURES ON NEXT PAGE]

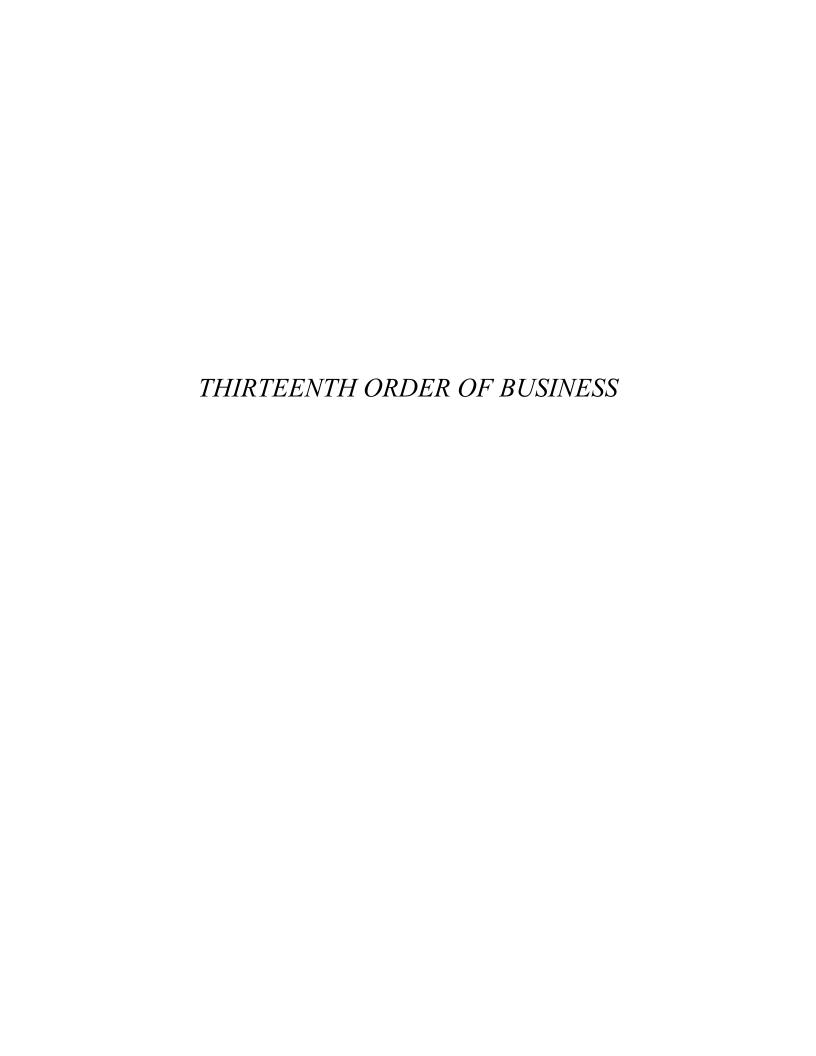
IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:	Coastal Ridge Community Development District
Secretary/Assistant Secretary	By:
	EvrDev, LLC
Witness	By: Its:

EXHIBIT A: FY 2026 Budget

EXHIBIT A

FY 2026 Budget



Coastal Ridge

Community Development District

FY 25 Funding Request #3

April 7, 2025

PAYEE GENERAL FUND

1 GHG Insurance Inc

Commercial Inland Marine, Bulders Risk, Acts of Terrorism Coverage Insurance Policy 4/1/25 to 4/1/2026

\$ 35,218.70

TOTAL \$ 35,218.70

Please make check payable to:

Coastal Ridge Community Development District

475 West Town Place Ste 114 St Augustine FL 32092

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT 4310 PABLO OAKS CT JACKSONVILLE, FL 32224 (904) 421-8600 GHG INSURANCE INC A DIV OF 1000 Riverside Ave Ste 500 Jacksonville, FL 32204-4173



Your

Commercial

Documents

Dear Policyholder:

We know you work hard to build your business. We work together with your agent, **GHG INSURANCE INC A DIV OF** (904) 421-8600 to help protect the things you care about. Thank you for selecting us.

THIS IS NOT A BILL

Enclosed are your insurance documents consisting of:

• Commercial Inland Marine

To find your specific coverages, limits of liability, and premium, please refer to your Declarations page(s).

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (904) 421-8600



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (904) 421-8600
- In case of a claim, call your Agent or 1-844-325-2467

You Need To Know

CONTINUED ON NEXT PAGE

You Need To Know - continued

• NOTICE(S) TO POLICYHOLDER(S)

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CNM90 17 02 24	Important Notice To Policyholder Changes and/or Clarification In Coverage
	Windstorm Or Hail Percentage Deductible
NP 72 42 02 20	Terrorism Insurance Premium Disclosure And Opportunity To Reject
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory
	Notice to Policyholders
NP 89 69 09 21	Important Policyholder Information Concerning Billing Practices
SNI04 01 06 24	Liberty Mutual Group Privacy Notice
SNI09 02 06 16	Risk Control Services - Important Information for Florida Policyholders
SNI09 07 04 22	Notice To Policyholders Florida Insurance Guaranty Association (FIGA) Surcharge
SNI90 01 12 21	Policyholder Notice - Company Contact Information

• This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

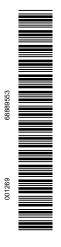
Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at 1(844)325-2467 .



IMPORTANT NOTICE TO POLICYHOLDER CHANGES AND/OR CLARIFICATION IN COVERAGE WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

Thank you for insuring your business with Liberty Mutual. We appreciate the trust and confidence you have placed in us. We take our responsibility to our customers seriously, and part of that responsibility is keeping you informed at all times.

What you need to know

The forms listed below have been revised to clarify that the windstorm or hail percentage deductible applies to the Total Value In Place.

Total Value In Place means the following values which existed immediately prior to the loss or damage:

- 1. Covered property constructed, erected, or installed at the jobsite;
- 2. Covered property not yet constructed, erected, or installed that is at the jobsite; and
- Covered property in the course of rehabilitation or renovation at the jobsite.

Reviewing your coverage

This notice provides information concerning the following revised forms, which may apply to your renewal policy being issued by us. Please review your revised form(s) and keep it with your policy.

Windstorm Or Hail Deductible CM 89 22

Windstorm Or Hail Deductible - South Carolina CM 89 23

Windstorm Or Hail Deductible - Minnesota CM 89 24

We're here to help

If you would like more information on this change or have any other questions about your policy, please contact the broker or agent shown on your Declarations Page.

The above summary is for information purposes only and does not provide coverage. Your new Declarations Page, in conjunction with your policy and other applicable endorsements, provides complete details of your coverages. If this summary conflicts with the applicable policy language, the policy language prevails. Carefully read your policy, including all endorsements.

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT 4310 PABLO OAKS CT JACKSONVILLE, FL 32224 BMO (26) 68 88 95 53 From 04/01/2025 To 04/01/2026



(904) 421-8600 GHG INSURANCE INC A DIV OF

1000 Riverside Ave Ste 500 Jacksonville, FL 32204-4173

TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PRE-MIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to
 - (I) human life:
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOV-ERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWL-EDGMENT, AND RETURN THIS FORM TO YOUR AGENT: Please ensure any rejection is received within thirty (30) days of the effective date of your policy.

Before	making	a decision	to	reject	terrorism	insurance,	refer	to	the	Disclaimer	for	Standard	Fire	Policy
States	located	at the end of	thi	s Notic	e.									

L	I hereby	reje	ct this	offer	of	cove	rage.	1	underst	and	that	by	rejectii	ng	this	offe	r, I	will	have	no
	coverage	for	losses	arisir	ng	from	"cert	ifie	d acts	of	terror	ism"	and	my	pol	icy	will	be	endor	sed
	according	ly.																		

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Named Insured

Policy Number

COASTAL RIDGE COMMUNITY

BMO (26) 68 88 95 53

DEVELOPMENT DISTRICT

Policy Effective/Expiration Date

From 04/01/2025 To 04/01/2026

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers:

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- Annual Payment Plan: When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- Installment Payment Plan: When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will be charged installment fees. For more information on our EFT-Automatic withdrawals payment option, refer to the attached EFT enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

LIBERTY MUTUAL GROUP PRIVACY NOTICE

Commercial Lines (excluding Workers' Compensation) (Effective June 2024)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant.** It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to <u>libertymutual.com/ privacy</u> to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- Identifiers, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- Personal information, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- Protected classification characteristics, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consumer histories and tendencies;
- Internet or other similar network activity, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- Professional or employment related information, including current or past job history or performance evaluations;
- Inferences drawn from other personal information, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes:
- Risk data, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- Claims data, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- Sensitive Data as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

How Do You Gather My Data?

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people. For example:
ask about or buy insurance, or file a claim	your insurance agent or broker
pay your policy	your employer, association or business (if you are insured through them)



visit our websites, call us, or visit our office	our affiliates or other insurance companies about your transactions with them
	consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	other public directories and sources
	• third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers
	other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

Organizations that share data with us may keep it and disclose it to others as permitted by law.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

Business Purpose	<u>Data Categories</u>	Do We Sell or Share Your Data as Defined by CPRA?
 Market, sell and provide insurance. This includes, for example: calculating your premium; determining your eligibility for a quote; confirming your identity and servicing your policy; 	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data Sensitive Data 	• No



D . D	D. O	D W O II
Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Manage your claim. This includes, for example: managing your claim, if any; conducting claims investigations; conducting medical examinations; conducting inspections, appraisals; providing roadside assistance; providing rental car replacement or repairs;	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data 	• No
Day to Day Business and Insurance Operations. This includes, for example:	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data 	• No
Security and Fraud Detection. This includes, for example: detecting security issues; protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; managing risk and securing our systems, assets, infrastructure, and premises; help to ensure the safety and security of Liberty Mutual staff, assets, and resources, which may include physical and virtual access controls and access rights management; supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;	 Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data 	• No

SNI 04 01 06 24

Business Purpose	Data Categories	Do We Sell or Share Your Data as Defined by CPRA?
Customer service and technical support. This includes, for example: answer questions and provide notifications; provide customer and technical support. 	 Identifiers Personal Information Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data 	• No
Cross-Context Behavioral Advertising	 Identifiers IP address Internet or other similar network activity 	 We share this information with service providers such as search en- gines and so- cial media platforms.

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information, to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration". This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. Liberty Mutual may disclose personal data with the following categories of affiliated and non-affiliated third parties:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies;
 and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data to service providers for business purposes:

Identifiers Personal Data

Protected Classification Characteristics Commercial Information

Internet or other similar network activity

Claims Data
Inferences drawn from personal data

Professional, employment, and education information

How Do We Keep Your Personal Data Safe?

We maintain physical, electronic, and procedural safeguards to protect your non-public personal information. These safeguards comply with applicable laws. Our employees and agents are authorized to access your data only for legitimate business purposes.

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

Children's Privacy

We do not direct our services to individuals under the age of 13 and we request that these individuals do not provide personal data through our services.

What Rights Do I Have to Learn More About My Personal Data?

Individuals may request access to a copy of their personal information. We will honor requests for access after we have verified your identity. We will grant two requests per year after. A request may be made to us by contacting us as described below.

You may have additional rights if you are a resident of California. For information about our data practices in the last 12 months, including the types of personal data we have collected, from whom we gathered that data, and with whom we disclosed the data, please go to Lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers). As a California resident, you also have the right to opt-out of cross-context behavioral advertising. You can learn more about those rights at lmi.co/caprivacycho ices. To learn more about these and other privacy rights you may have as a California resident, please see the California Privacy Policy (Consumers). If you cannot access the link, please contact us.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this notice will be effective once it is posted online at https://www.libertymutual.com/. You are responsible for reviewing this notice to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

Calling: 800-344-0197

Email: privacy@libertymutual.com

Online: Libertymutualgroup.com/privacy- policy/data-request

Postal Address: Liberty Mutual Insurance Company

175 Berkelev St. 6th Floor

Boston, MA 02116 Attn: Privacy Office

RISK CONTROL SERVICES - IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS

Through its Risk Control Services department, Liberty Mutual Insurance has safety consultation services that are available to policyholders. We have found that some of these services are consistent with your workplace hazards. These services may be available to you as our policyholder at no additional cost.

To obtain further information about our safety consultation services, please contact our Risk Control Consulting Center at 1-866-757-7324 or email RCConsultingCenter@LibertyMutual.com.



NOTICE TO POLICYHOLDERS FLORIDA INSURANCE GUARANTY ASSOCIATION (FIGA) SURCHARGE

We appreciate your business and the trust you have placed in us. We take our responsibilit y to our customers seriously, and part of that responsibility is keeping you informed at all times.

What you need to know

A surcharge has been added to your Policy Declarations page, identified as "FL Insurance Guaranty Association Assessment (FIGA)". This surcharge reflects the assessment imposed on Liberty Mutual by the Florida Insurance Guaranty Association, Inc., which was created by the Florida legislature to handle the claims of insolvent property and casualty insurance companies.

In some instances, the state may impose multiple surcharges in a given period, depending upon the extent of claims of insolvent property and casualty insurance companies. If there are multiple surcharges, each surcharge will be listed separately on your Policy Declarations. The purpose of the assessment (s) is to secure funds to allow the Association to perform its functions. Insurers are required to recover their payment of such assessments by applying a surcharge on certain policies covering exposures in Florida.

We're Here to Help

If you would like more information regarding this change or have any other questions about your policy, please contact your agent or broker shown on your Policy Declarations. Information is also available on the FIGA website https://figafacts.com/.

Please read your policy, the endorsements attached to your policy and this notice carefully. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION

In the event you need to contact someone about this policy for any reason, please contact your Agent or Producer of Record as shown on the policy Declarations or Information Page.

If you have additional questions, you may contact the company at the following address:

Liberty Mutual Insurance 175 Berkeley Street Boston, MA 02116 +1 (800) 344-0197



17

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18

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number: **BM0(26) 68 88 95 53**

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Common Policy Declarations

Named Insured & Mailing Address

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT 4310 PABLO OAKS CT JACKSONVILLE, FL 32224 Agent Mailing Address & Phone No.

(904) 421-8600 GHG INSURANCE INC A DIV OF 1000 Riverside Ave Ste 500 Jacksonville, FL 32204-4173

Named Insured Is: CORPORATION

Named Insured Business Is: N/A

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART CHARGES

Commercial Inland Marine \$35,218.70

Total Charges for all of the above coverage parts: \$35,218.70 Certified Acts of Terrorism Coverage: \$139.00 (Included)

Note: This is not a bill

IMPORTANT MESSAGES

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RETAIN NO LESS THAN \$500.00 OF THE POLICY PREMIUM AS THE MINIMUM EARNED PREMIUM INCLUDING CERTIFIED ACTS OF TERRORISM COVERAGE, PLUS ANY APPLICABLE TAXES AND SURCHARGES.

Issue Date 04/01/25 Authorized Representative

To report a claim, call your Agent or 1-800-366-6446

DS 70 21 11 16

04/01/25 68889553 POLSVCS 425 MCAFPPNO INSURED COPY 001269 PAGE 19 OF



of 80



The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number: **BMO (26) 68 88 95 53**

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Common Policy Declarations

Named Insured Agent

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT 4310 PABLO OAKS CT JACKSONVILLE, FL 32224 (904) 421-8600 GHG INSURANCE INC A DIV OF 1000 Riverside Ave Ste 500 Jacksonville, FL 32204-4173

SUMMARY OF LOCATIONS

0001 12858 Ever Range Parkway, JACKSONVILLE, FL 32256

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CL 01 00 03 99	Common Policy Conditions
CL 01 60 08 23	Amendatory Endorsement Florida
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CM 88 94 03 19	Builders' Risk Extension Plus Endorsement
CM 89 22 02 24	Windstorm or Hail Deductible
CM 89 26 05 20	Catastrophic Ground Cover Collapse and Sinkhole Activity Builder's Risk -
	Florida
CM 89 65 08 21	Cyber Incident Exclusion
IL 88 53 11 20	Actual Cash Value
IM 20 19 08 09	Amendatory Endorsement - Florida
IM 22 00 07 20	Amendatory Endorsement Fungus Exclusion And Limited Coverage Deleted

In witness whereof, we have caused this policy to be signed by our authorized officers.

Damon Hart Secretary Hamid Mirza President

To report a claim, call your Agent or 1-844-325-2467 DS 70 21 11 16

04/01/25 68889553 POLSVCS 425 MCAFPPNO INSURED COPY 001269 PAGE 20 OF

of 80

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number: BMO(26) 68 88 95 53

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Common Policy Declarations

Agent

Named Insured

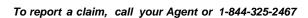
COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT 4310 PABLO OAKS CT JACKSONVILLE, FL 32224

(904) 421-8600 GHG INSURANCE INC A DIV OF 1000 Riverside Ave Ste 500 Jacksonville, FL 32204-4173

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	
IM 70 50 04 04	Builders' Risk Coverage-Scheduled Jobsite Broad	
IM 70 61 05 04	Soft Cost & Rental Income Endorsement	















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22

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Number: BMO (26) 68 88 95 53

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations

Named Insured

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

(904) 421-8600 GHG INSURANCE INC A DIV OF

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION PREMIUM Builders Risk \$34,731.00 **Commercial Inland Marine Schedule Totals** \$34,731.00 FL Insurance Guaranty Association Assessment - B (FIGA) \$348.70 **Certified Acts of Terrorism Coverage** \$139.00

Agent

Total Advance Charges:

\$35,218.70

Note: This is not a bill



Declarations

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Commercial Inland Marine

Schedule

Policy Number: **BMO (26) 68 88 95 53**

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

(904) 421-8600 GHG INSURANCE INC A DIV OF

BUILDERS RISK BROAD FORM

SCHEDULED LOCATIONS

Loc. No.	Location		Limit
0001	12858 Ever Range Parkway JACKSONVILLE, FL 32256		
COVERAGE	EXTENSIONS		
Additional D	Debris Removal Expenses	\$ _	5,000
Emergency I	Removal	-	10 days
Emergency I	Removal Expenses	\$ _	10,000
Fraud and D	eceit	\$ _	50,000
Waterborne	Property	\$ _	10,000
SUPPLEME	NTAL COVERAGES		
Contract Pen	alty	\$ _	10,000
Expediting E	Expenses	\$ _	10,000
Fire Departn	nent Service Charges	\$ _	1,000
Personal Pro	perty	\$ _	10,000
Ordinance O Of a Buildin	r Law (Undamaged Parts g)	\$ _	Covered
	r Law (Increased Cost To Cost to Demolish/Clear Site)	\$ _	50,000
Pollutant Cle	eanup and Removal	\$ _	25,000
Rewards		\$ _	1,000
Sewer Backu	ip Coverage	\$ _	10,000
Storage Loca	ations	\$ _	10,000
Testing		\$ _	10,000

To report a claim, call your Agent or 1-844-325-2467

IM 70 55 08 04

04/01/25 68889553 POLSVCS 425 MCAFPPNO INSURED COPY 001269 PAGE 24 OF 80

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Period:

Policy Number:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

BMO (26) 68 88 95 53

Commercial Inland Marine Declarations Schedule

Named Insured

Agent

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

(904) 421-8600 GHG INSURANCE INC A DIV OF

Deductible Amount



SUPPLEMENTAL COVERAGES (cont) **Transit** \$ _____10,000 Trees, Shrubs, and Plants 10,000 Earthquake Coverage (X) Coverage Not Provided () Coverage Provided, as described below: Earthquake Limit -- The most "we" pay

for loss to any one building or structure is: Earthquake Catastrophe Limit -- The most

"we" pay for loss in any one occurrence is: Flood Coverage

Flood Limit -- The most "we" pay for loss to any one building or structure is:

Flood Catastrophe Limit -- The most "we" pay for loss in any one occurrence is:

DEDUCTIBLE

Deductible Amount 10,000

() Earthquake Coverage () Flood Coverage

() Sewer Backup Coverage

COINSURANCE (Select One)

(X) 100%

() Coinsurance Provisions Are Waived

PERMISSION TO OCCUPY

Permission to occupy is not granted.

To report a claim, call your Agent or 1-844-325-2467

IM 70 55 08 04

MCAFPPNO POLSVCS 001269 04/01/25 68889553 425 INSURED COPY PAGE 25 OF

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Commercial Inland Marine
Declarations Schedule

Policy Number: **BMO (26) 68 88 95 53**

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

(904) 421-8600 GHG INSURANCE INC A DIV OF

SUPPLEMENTAL COVERAGES (cont)

() The occupancy and use provisons under Additional Coverage
Limitations are deleted, and permission is granted to occupy covered
property after the date indicated below:

Month ____ Day ____ Year ____

To report a claim, call your Agent or 1-844-325-2467

IM 70 55 08 04

04/01/25 68889553 POLSVCS 425 MCAFPPNO INSURED COPY 001269 PAGE 26 OF 80

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Commercial Inland Marine Declarations Schedule

Policy Number: **BMO (26) 68 88 95 53**

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

(904) 421-8600 GHG INSURANCE INC A DIV OF



SOFT COST SCHEDULE SOFT COST AND RENTAL INCOME

Locat	ıon
-------	-----

12858 Ever Range	Park	way
JACKSONVILLE,	FL	32256

JACKSONVILLE, FL 32256	-
SOFT COST	Limit
The most "we" pay for soft cost expenses in any 30 day period is:	\$1,200,000
The most "we" pay in any one occurrence for soft cost expenses is:	\$1,200,000
RENTAL INCOME	
The most "we" pay for loss of rental income in any 30 day periodis:	\$
The most "we" pay in any one occurrence for loss of rental income is:	\$
COVERAGE EXTENSIONS	
Expenses To Reduce Loss	\$Covered
Interruption By Civil Authority	\$Covered
SUPPLEMENTAL COVERAGES	
Earthquake Coverage (X) Coverage Not Provided () Coverage Provided, as described below:	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$

To report a claim, call your Agent or 1-844-325-2467

IM 70 62 05 04

04/01/25 68889553 POLSVCS 425 MCAFPPNO INSURED COPY 001269 PAGE 27 OF 80

Declarations

The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Commercial Inland Marine

Schedule

Policy Number: **BMO (26) 68 88 95 53**

Policy Period:

From 04/01/2025 To 04/01/2026

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

COASTAL RIDGE COMMUNITY DEVELOPMENT DISTRICT

(904) 421-8600 GHG INSURANCE INC A DIV OF

SUPPLEMENTAL COVERAGES (cont) Flood Coverage (X) Coverage Not Provided () Coverage Provided, as described below:	
Flood Limit The most "we" pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is: Sewer Backup Coverage (X) Coverage Not Provided () Coverage Provided, as described below:	\$
Sewer Backup Limit The most "we" pay in any one occurrence for loss caused by sewer backup is:	\$
() Sewer Backup Coverage	\$
WAITING PERIOD	
() Not Applicable	
(X) Number of Days3	

To report a claim, call your Agent or 1-844-325-2467

IM 70 62 05 04

04/01/25 68889553 POLSVCS 425 MCAFPPNO INSURED COPY 001269 PAGE 28 OF 80

COMMON POLICY CONDITIONS

- Assignment -- This policy may not be assigned without "our" written consent.
- 2. Cancellation -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

- Change, Modification, or Waiver of Policy
 Terms - A waiver or change of the "terms"
 of this policy must be issued by "us" in writing to be valid.
- 4. Inspections -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
- 5. Examination of Books and Records -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.



AMENDATORY ENDORSEMENT FLORIDA

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation

- a. "You" may cancel this policy by:
 - 1) returning the policy to "us"; or
 - 2) giving "us" written notice and stating at what date coverage is to stop.
- b. "We" may cancel this policy by delivering or mailing written notice to "you" at the address shown on the "declarations". "Our" notice will state the specific reason(s) for cancellation. Proof of delivery or mailing is sufficient proof of notice.
- If this policy has been in effect for 60 days or less, "we" may cancel for any reason.
 - 1) However:
 - a) "We" may cancel this policy based on property insurance claims that are the result of an act of God only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property.
 - b) "We" may cancel this policy based solely on a single property insurance claim that is the result of water damage only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.
 - If "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is to be effective.

3) Except as provided in 4) below, if "we" cancel for any reason other than nonpayment of premium, "we" will give "you" notice at least 20 days before the cancellation is to be effective.

However, "we" may cancel immediately if there has been:

- a) a material misstatement or misrepresentation; or
- b) a failure to comply with the underwriting requirements that "we" have established.
- 4) If this policy is issued to cover a residential structure:
 - a) "We" may not cancel this policy:
 - (1) for a period of 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or
 - (2) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item (1) above does not apply.
 - b) However, "we" may cancel this policy prior to the completion of repairs as follows:
 - upon 10 days' notice for nonpayment of premium; or
 - 2) upon 45 days' notice if:
 - (a) there has been a material misstatement or fraud related to the claim;

- (b) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
- (c) "we" have paid the policy "limits" applicable to the covered structure.
- c) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.
- d. If this policy has been in effect for more than 60 days, "we" may cancel based only on one or more of the following reasons:
 - 1) a failure to pay premium when due;
 - 2) a material misstatement;
 - a failure to comply, within 60 days after the date of effectuation of coverage, with underwriting requirements established by "us" before the date of effectuation of coverage;
 - a substantial change in the risk covered;
 - 5) the cancellation is for all insureds for a given class of insureds;
 - 6) property insurance claims that are the result of an act of God, but only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property; or
 - 7) one or more property insurance claims that are the result of water damage, but only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.

- Notwithstanding 1) through 7) above, "we" may not cancel based on any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.
- e. If this policy has been in effect for more than 60 days and:
 - "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is to be effective;
 - 2) except as provided in 3) and f. below, "we" cancel for one or more of the reasons provided in d.2) through d.7) above, "we" will give "you" notice at least 45 days before the cancellation is to be effective; or
 - 3) this policy is issued to cover a residential structure or its contents, if "we" cancel for any reason other than nonpayment of premium, "we" will give "you" notice at least 120 days before the cancellation is to be effective.
- f. If this policy has been in effect for more than 60 days and is issued to cover a residential structure:
 - 1) "We" may not cancel this policy:
 - a) for a period of 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or
 - b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item a) above does not apply.

- However, "we" may cancel this policy prior to the completion of repairs as follows:
 - a) upon 10 days' notice for nonpayment of premium; or
 - b) upon 45 days' notice if:
 - there has been a material misstatement or fraud related to the claim;
 - (2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
 - (3) "we" have paid the policy "limits" applicable to the covered structure.
- A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.
- g. If this policy is:
 - issued to cover a residential structure or its contents; and
 - 2) "we" cancel for nonpayment of premium which results from failure of the mortgagee to pay the premium when due:

"we" will reinstate the policy retroactive to the date of cancellation if the premium is received not more than 90 days after the due date. By Florida law, the mortgagee is required to reimburse "you" for any penalty or fee imposed by "us" and paid by "you" for reinstating the policy.

h. Notwithstanding c. through g. above, if this policy is issued to cover a residential structure or its contents, "we" may cancel by giving "you" notice at least 45 days before cancellation is effective if the Florida Office of Insurance Regulation finds that the cancellation of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or

policyholders due to:

- 1) "our" financial condition;
- 2) the lack of adequate reinsurance coverage for hurricane risk; or
- 3) other relevant factors;

and the Florida Office of Insurance Regulation approves "our" plan for early cancellation of some or all of "our" policies.

- If "you" or "we" cancel this policy, "your" return premium, if any, will be refunded within 15 business days after the effective date of cancellation unless the final policy premium is determined by audit. If the final policy premium is determined by audit, an audit will be performed and premium refunded within 90 days from the date of cancellation. If an audit cannot be completed within that time, "we" will accept audit information that "you" provide and refund any return premium within 10 business days after "we" receive the necessary audit information from "you". If "we" are unable to obtain audit information due to "your" lack of cooperation, the deposit premium will be considered fully earned. In all cases, if the return premium is \$5.00 or less, "we" will not provide a refund unless "you" expressly request it. Payment or tender of unearned premium is not a condition of cancellation.
- Under Common Policy Conditions, the following condition is added:

Nonrenewal

a. If "we" do not renew this policy, "we" will give "you" notice at the address shown on the "declarations". "Our" notice will state the specific reason(s) for nonrenewal. Proof of delivery or mailing is sufficient proof of notice.



b. "We" may nonrenew this policy for any reason.

However:

- 1) "We" may nonrenew this policy based on property insurance claims that are the result of an act of God only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property.
- 2) "We" may nonrenew this policy based solely on a single property insurance claim that is the result of water damage only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.
- 3) "We" may nonrenew this policy based on the filing of claims for sinkhole loss only if:
 - a) the total of such claim payments equals or exceeds the policy "limits" of coverage for the policy in effect on the date of loss, for property damage to the covered building(s), as set forth on the "declarations"; or
 - b) "you" have failed to repair the structure in accordance with the engineering recommendations made pursuant to Florida law upon which any payment or policy proceeds were based.
- 4) "We" may not nonrenew for any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.

- c. Except as provided in d. and e. below, if "we" do not renew this policy, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.
- d. Except as provided in e. below, if this policy is issued to cover a residential structure or its contents, "we" will give "you" notice at least 120 days before the nonrenewal is to be effective.

However, if the Florida Office of Insurance Regulation finds that the nonrenewal of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or policyholders due to:

- "our" financial condition;
- the lack of adequate reinsurance coverage for hurricane risk; or
- 3) other relevant factors;

and the Florida Office of Insurance Regulation approves "our" plan for early nonrenewal of some or all of "our" policies, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.

- e. If this policy is issued to cover a residential structure:
 - "We" will give "you" notice at least 90 days before the nonrenewal is to be effective, and such effective date will not be:
 - a) less than 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or
 - b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item a) above does not apply.

- However, "we" may nonrenew this policy prior to the completion of repairs as follows:
- a) upon 10 days' notice for nonpayment of premium; or
- b) upon 45 days' notice if:
 - there has been a material misstatement or fraud related to the claim;
 - (2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
 - (3) "we" have paid the policy "limits" applicable to the covered structure.
- A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.

- Under Common Policy Conditions, the following condition is added:
 - **Renewal** -- If "we" decide to renew this policy, "we" will give "you" written notice of the renewal premium at least 45 days prior to the renewal date.
- Under Common Policy Conditions, Inspections is deleted and replaced by the following:

Inspections -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report is not an agreement that "your" property or operations are:

- a. safe;
- b. healthful; or
- in compliance with laws, rules, or regulations.

Inspections or reports are for "our" benefit only.

CL 0160 08 23

CERTIFIED TERRORISM LOSS

- 1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission:
 - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".

- The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:
 - This exclusion does not apply to "certified terrorism loss".
- 3. The following provision is added.
 - If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
- 4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CL 0600 01 15



4

of 80

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VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

 The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- any denial of access to property because of any virus, bacterium, or other microorganism.
- 2. Superseded Exclusions -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

The following is a summary of increased limits of insurance and additional coverages provided by this endorsement. This endorsement is subject to the provisions of "your" policy which means that it is subject to all limitations and conditions applicable to this Coverage Part and Coverage Forms unless specifically deleted, replaced or modified herein.

If loss or damage is covered elsewhere in this policy and under this endorsement, the amount payable under this endorsement will apply excess over the amount payable elsewhere in this policy, unless otherwise stated. Regardless of the amounts payable elsewhere in this policy and under this endorsement, "we" will not pay more than the actual amount of the covered loss or damage.

Coverage Description	Limit of Insurance
Additional Limit - Debris Removal	\$ 250,000
Emergency Removal - Time Limit	30 Days
Emergency Removal Expenses	\$ 50,000
Limited Fungus Coverage	\$ 100,000
Waterborne Property	\$ 100,000
Contract Penalty	\$ 50,000
Expediting Expenses	\$ 250,000
Re-Erection Of Scaffolding, Forms, And Falsework	\$ 50,000
Fire Department Service Charges	\$ 50,000
Ordinance Or Law, Increased Cost to Repair and Cost to Demolish/Clear Site	
Building Is Repaired Or Replaced	\$ 500,000
Building Is Not Repaired Or Replaced	\$ 500,000
Personal Property	\$ 50,000
Pollutant Cleanup And Removal	\$ 100,000
Rewards	\$ 25,000
Sewer Backup	\$ 50,000
Storage Locations	\$ 500,000
Testing	\$ 100,000
Transit	\$ 500,000
Trees, Shrubs, And Plants	
At A Covered Jobsite	\$ 100,000
Away From A Covered Jobsite	\$ 10,000
Blueprints And Construction Documents	\$ 50,000
Inflation Increase	5%

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of 80

Coverage Description	Limit of Insurance
Contract Change Order	5%
Claim Preparation Expense	\$ 50,000
Construction Trailers And Contents	\$ 250,000
Equipment Breakdown	\$ 100,000
Fire Protective Equipment Recharge	\$ 25,000
Green Building Construction Costs	\$ 50,000
Blanket Additional Loss Payees, Additional Insureds And/Or Mortgagees	Included
Interests Of Subcontractors, Sub-Subcontractors And Suppliers	Included
Soft Costs And Rental Income - Added Expenses	\$ 100,000
Delay In Completion - Extra Expense	\$ 100,000

The following changes apply to the **COVERAGE EXTENSIONS** section of the BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM - BROAD FORM unless otherwise noted:

Additional Limit - Debris Removal

The "limit" in paragraph 1.d. Additional Limit is increased from \$5,000 to \$250,000.

2. Emergency Removal - Time Limit

The time limit in paragraph 2.b. Time Limitation is increased from 10 days to 30 days.

3. Emergency Removal Expenses

The "limit" for Emergency Removal Expense in paragraph 3.c. Limit is increased from \$10,000 to \$50,000.

4. Limited Fungus Coverage

The "limit" for Limited Fungus Coverage in paragraph 5.c. Limit is increased from \$15,000 to \$100,000.

5. Waterborne Property

The "limit" for Waterborne Property in paragraph 6.b. Limit is increased from \$10,000 to \$100,000.

The following changes apply to the **SUPPLEMENTAL COVERAGES** section of the BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM - BROAD FORM unless otherwise noted:

1. Contract Penalty

The "limit" indicated in paragraph 1.c. Limit is increased from \$10,000 to \$50,000.

2. Expediting Expenses

- a. The "limit" in paragraph 3.b. Limit is increased from \$10,000 to \$250,000.
- b. The following expediting expense is added to paragraph 3.a. Coverage:
 - 5) expenses to re-erect scaffolding, forms and falsework. A per occurrence limit of \$50,000 applies for these expenses separately from and in addition to the limit shown for other expediting expenses.

3. Fire Department Service Charges

The "limit" in paragraph 4.c. Limit is increased from \$1,000 to \$50,000.

- 4. Ordinance Or Law, Increased Cost to Repair and Cost to Demolish/Clear Site
 - a. The "limit" in paragraph 7.d.2). What We Pay If The Building Is Repaired Or Replaced is increased from \$50,000 to \$500,000.
 - b. The "limit" in paragraph 7.e.2). What We Pay If The Building Is Not Repaired Or Replaced is increased from \$50,000 to \$500,000.

5. Personal Property

The "limit" in paragraph 8.c. Limit is increased from \$10,000 to \$50,000.

6. Pollutant Cleanup And Removal

The "limit" in paragraph 9.d. Limit is increased from \$25,000 to \$100,000.

7. Rewards

The "limit" in paragraph 10.b. Limit is increased from \$1,000 to \$25,000.

8. Sewer Backup

The "limit" in paragraph 11.b. Limit is increased from \$10,000 to \$50,000.

9. Storage Locations

The "limit" in paragraph 12.b. Limit is increased from \$10,000 to \$500,000.

10. Testing

The "limit" in paragraph 13.b. Limit is increased from \$10,000 to \$100,000.

11. Transit

The "limit" in paragraph 14.b. Limit is increased from \$10,000 to \$500,000.

12. Trees, Shrubs, And Plants

- a. Paragraph 15.a. is replaced with the following:
 - a. Coverage "We" cover direct physical loss including debris removal expenses, to trees, shrubs, plants and lawns that are a part of "your" construction project at or away from a covered "jobsite", except when such trees, shrubs, plants and lawns are in storage locations or while in transit. Refer to paragraph 12.a.3) Storage Locations Coverage for coverage for trees, shrubs, plants and lawns while at storage locations. Refer to paragraph 14.a.3) Transit Coverage for coverage for trees, shrubs, plants and lawns while in transit.
- b. Paragraph 15.b. is deleted in its entirety.
- Paragraph 15.d. Limit is replaced with the following:
 - d. Limits The most "we" will pay in any one occurrence is:
 - 1) \$100,000 for loss to trees, shrubs, plants and lawns at a covered jobsite and,
 - 2) \$10,000 for loss to trees, shrubs, plants and lawns away from a covered jobsite, but not including trees, shrubs, plants and lawns at storage locations or while in transit.

"We" will not pay more than \$1,000 for any one tree, shrub, or plant.

The following **SUPPLEMENTAL COVERAGES** are added to the BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM - BROAD FORM unless otherwise noted:

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1. Blueprints and Construction Documents

- a. Coverage "We" will pay for the cost of research or other expenses necessary to reproduce, replace or restore lost information due to direct physical loss or damage caused by a covered peril to blueprints and construction documents which are located at a covered "jobsite" and/or in "your" direct care, custody or control. Blueprints and construction documents include, but are not limited to valuable papers, records, specifications, construction drawings, construction contracts, maps, deeds, abstracts and models.
- Limitation "We" will only cover blueprints and construction documents that directly relate to a
 covered building or structure as described in the BUILDERS' RISK COVERAGE SCHEDULED JOBSITE
 FORM BROAD FORM.
- c. Valuation "We" will value blueprints and construction documents at the full cost necessary to research, plus the cost of the blank materials on which they reside. However, we will only pay for costs of research and reproduction if "you" reproduce the blueprints and construction documents.
- d. **Limit** The most "we" will pay in any one occurrence for loss to blueprints and construction documents is \$50,000.

2. Inflation Increase

The "limit" in the declarations is automatically increased by 5% to compensate for increases in prices due to inflation between the time of the contract and the date of a loss. This increase in "limit" will also be taken into consideration when contemplating Coinsurance. The amount of increase will be:

- a. the "limit" that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the "limit", times,
- b. the 5% increase, expressed as a decimal (.05) times the number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the "limit", divided by the number of estimated days of the project's total duration.

This supplemental coverage does not apply to any expenses covered by Soft Costs or Rental Income coverage.

3. Contract Change Order

a. **Coverage** - When a covered peril occurs to a covered building or structure, "we" pay for increases in construction costs related to changes in construction specifications.

b. Coverage Limitations

- 1) "We" only cover increase in construction cost related to changes in construction specificat ions when:
 - a) changes in construction specifications have been submitted, approved, and signed by the construction manager prior to the occurrence of the covered peril; or
 - b) increases in construction costs for changes in construction specifications are required by an applicable escalation clause in the original construction contract
- 2) "We" only pay for increased in construction costs related to changes in construction specifications after covered property has been repaired or replaced.
- 3) **We Do Not Pay** "We" do not pay for any increases in construction costs related to the enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure.
- c. **Limit** The "limit" in the declarations is increased up to 5% in any one occurrence for increases in construction cost related to changes in construction specifications.

4. Claims Preparation Expense

- a. **Coverage** "We" pay for reasonable and necessary expenses for claim preparation expenses incurred by "you" at "our" request to assist "us" in the determination of the amount of a covered loss.
- b. Claim Preparation Expenses Means -- Claim preparation expenses means the cost of:
 - 1) taking inventory;
 - 2) acquiring independent appraisals; or
 - 3) services provided by accountants, contractors, or engineers, but only for the purposes of determining the extent or amount of a covered loss.

c. Coverage Limitations -

- 1) Claim preparation expenses must be a direct result of loss or damage by a covered peril to a covered building or structure.
- 2) "We" only cover claim preparation expenses if "you" have submitted a notice of loss to "us", and "we" have determined that the loss is covered in accordance with the provisions described in the BUILDERS' RISK COVERAGE SCHEDULED JOBSITE FORM BROAD FORM.
- d. We Do Not Pay For "We" do not pay for any:
 - 1) expenses incurred under the Other Conditions, Appraisal section of this coverage;
 - 2) public adjusters' or claim consultant fees including fees for any person acting for or on behalf of a public adjuster or claim consultant;
 - 3) attorneys' fees or other legal fees;
 - 4) insurance broker or agent fees including fees for any person acting for or on behalf of an insurance broker or agent;
 - costs incurred by "you" in establishing that a loss or part of a loss is covered in accordance with the provisions described in the BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM -BROAD FORM;
 - 6) costs incurred by "you" in the negotiation or presentation of a loss or part of a loss that "we" have notified "you" is in dispute or denial; and
 - 7) costs for "your" overhead or other operating expenses.
- e. **Deductible** Covered claim preparation expenses are included as part of the deductible provisions described in the BUILDERS' RISK COVERAGE SCHEDULED JOBSITE FORM BROAD FORM;
- f. Limit The most "we" will pay in any one occurrence is \$25,000.

5. Construction Trailers and Contents -

- a. Coverage "We" pay for direct physical loss or damage by a covered peril to construction trailers and their contents, other than blueprints, construction documents, valuable papers and records, and miscellaneous personal property of others, but only while they are located at a "jobsite" of a covered building or structure.
- b. Valuation "We" will determine the amount of covered direct physical loss or damage:
 - 1) at the actual cash value for construction trailers owned by "you" up to the "limit" shown in paragraph c. Limit in this supplemental coverage;
 - 2) for construction trailer's leased rented or borrowed by "you", the lesser of:
 - a) the cost to repair or replace construction trailers with materials of like, kind, quality and capability at the time and place of direct physical loss or damage;



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- b) the amount "you" are legally liable to pay for direct physical loss or damage as agreed to in a written contract executed prior to the loss or damage;
- c) the "limit" shown in paragraph c. Limit in this supplemental coverage.
- 3) for the contents of construction trailers, at the cost to repair or replace the covered property at the location of the loss or damage with similar property intended to perform the same function;
- 4) for contents of construction trailers that is not replaced, the actual cash value, at the location of the loss or damage.
- c. Limit The most "we" will pay in any one occurrence is \$250,000.

6. Equipment Breakdown

- a. Coverage -- "We" pay for direct physical loss to covered property caused by:
 - 1) **Explosion, Rupture, or Bursting** -- Explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines. This Supplemental Coverage applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.
 - 2) Mechanical Breakdown -- Mechanical breakdown including centrifugal force.
 - 3) Electrical Currents -- Arcing or by electrical currents other than lightning.
- b. Perils Excluded The exclusion for Explosion, Rupture, or Bursting; Mechanical Breakdown; and Electrical Currents under paragraph 2.e. PERILS EXCLUDED of the BUILDERS' RISK COVERAGE -SCHEDULED JOBSITE FORM - BROAD FORM is deleted.
- c. Limit -- The most "we" will pay in any one occurrence is \$100,000.

7. Fire Protective Equipment Recharge

- a. **Coverage** -- "We" pay for reasonable and necessary expenses "you" incur to recharge or refill fire protective equipment which has been discharged:
 - 1) by the intended operation in the course of preventing or controlling a covered peril to covered buildings or structures; or
 - 2) accidentally.
- b. Limit -- the most "we" will pay in any one occurrence is \$25,000.

8. Green Building Construction Costs

ADDITIONAL DEFINITIONS

- a. "Green Certification" means certification of a building based on an environmental rating system established by LEED or Green Globes to determine the performance and sustainability of buildings through positive environmental design, operation, and management. Green Globes is an environmental assessment, education, and rating system of the Green Building Initiative, developed to advance the overall environmental performance and sustainability of buildings.
 - LEED means Leadership in Energy and Environmental Design. Leadership in Energy and Environmental Design is a voluntary national certification system (Green Building Rating System) for the development of high performance, sustainable buildings. The rating system was developed by the United States Green Building Council.
- b. "Renewable Energy Generating Equipment" means electrical generating equipment using renewable resources including, but not limited to a solar, wind, or geothermal energy system; low impact hydro system; or biomass or bio- gas system.

- c. "Water Conservation System" means a water reclamation and conservation system consisting of a plumbing system, below ground pipes and pumps, reservoirs, holding tanks, and structures to collect rainwater and/or groundwater all at or within 500 feet of a covered building or structure designed for the circulation of gray water, ground water or rain water to:
 - 1) a building's non-potable water supply;
 - an onsite water treatment facility; or
 - 3) a holding facility for outdoor irrigation.

"Water Conservation System" does not mean underground pipes or sprinkler heads intended solely for the purposes of landscape irrigation and that are not integrated into the water reclamation and conservation system.

COVERAGES

Green Construction Costs -- The following coverages are added to the BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM - BROAD FORM. Green construction costs mean the necessary and reasonable costs relating to complying with "Green Certification" standards in the construction, erection, or fabrication of a covered building or structure.

Limit -- "We" will pay up to \$50,000 in any one occurrence for one or more of the following **Green Construction Costs:**

a. Indoor Air Quality

- 1) Coverage -- When direct physical loss or damage caused by a covered peril occurs to a covered building or structure, "we" pay for "your" costs to restore indoor air quality to the standard that "you" set in "your" Indoor Air Quality Management Plan for the covered building or structure, but only to the extent that the standard was achieved prior to the direct physical loss or damage. "Your" plan must be consistent with the measures specified for "Green Certification".
- 2) Cost To Restore Air Quality Includes -- Costs to restore indoor air quality includes costs for:
 - a) indoor air quality testing;
 - b) the air flush out procedure for the repaired or replaced space (flushing out as specified for "Green Certification"); and
 - c) replacement of filters (except those processing only outside air).

b. Recycling Debris

- 1) **Coverage** -- When direct physical loss or damage caused by a covered peril occurs to a covered building or structure, "we" pay for "your" costs to divert debris of the damaged property from a landfill to a recycling facility, if the debris can be recycled.
- Coverage Limitation -- The diverted debris must be as a result of a covered loss to a covered building or structure.

c. Recertification

- 1) **Coverage** -- When direct physical loss or damage caused by a covered peril occurs to a covered building or structure, "we" pay for "your" costs for recertification of the covered building or structure in accordance with "Green Certification" standards.
- 2) Recertification Costs Include -- Recertification costs include costs for certification fees and costs for certified consultants and engineers who are required for "Green Certification".
- 3) **Coverage Limitation** -- "We" only cover costs for recertification to the level of "Green Certification" that was achieved prior to the date of the direct physical loss or damage.

- d. **Electricity Or Water Replacement** -- If coverage for Electricity Or Water Replacement is indicated on the Green Building Schedule, "we" provide the following coverage.
 - 1) **Coverage** -- When direct physical loss or damage caused by a covered peril occurs to "your" "renewable energy generating equipment" or "water conservation system", "we" pay for "your" costs to buy replacement electricity or water from a public utility.
 - 2) **Coverage Limitation** -- "We" only pay for replacement electricity or water if "your" "renewable energy generating equipment" or "water conservation system" would have produced electricity or water for "your" construction project had there been no direct physical loss or damage to the equipment or system.
 - 3) **Time Limitation** -- "We" only provide coverage for Electricity Or Water Replacement until "your" "renewable energy generating equipment" or "water conservation system" are repaired or replaced and the equipment or systems operate in accordance with the manufacturers' specifications.

However, coverage for Electricity Or Water Replacement is not extended beyond the expiration date of this policy.

Separate Limits -- The "limit" for **Green Construction Costs** is separate from, and not part of, the applicable "limits" for coverage described under Property Covered in the BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM - BROAD FORM.

The "limit" available for the coverages described under Green Construction Costs is:

- a. the only "limit" available for one or more of the described coverages; and
- b. not the sum of the "limit" indicated under **Green Construction Costs** and the "limit" for a covered building or structure.

The "limit" provided under **Green Construction Costs** cannot be combined or added to the "limit" for any other Coverage Extension, Supplemental Coverage, or any other Green Construction Cost.

9. Blanket Loss Payees, Additional Insureds And/Or Mortgagees

In addition to the terms and conditions contained within this policy, the following applies under **OTHER CONDITIONS**:

For property covered in which both "you" and loss payees, additional insureds and/or mortgagees have an insurable interest, and only to the extent that the named insured is obligated by virtue of a written agreement to provide insurance on behalf of the loss payees, additional insureds and/or mortgagees, "we" will:

- a. adjust losses only with "you"; and
- b. pay any claim for loss or damage jointly to "you" and the loss payee, additional insured and/or mortgagee, as "your" and their respective interests may appear.

This supplemental coverage applies to all property covered for which a loss payee, additional insured and/or mortgagee is named in the declarations or is on file with "us" or "your" insurance agent or insurance broker.

If the loss payable schedule form IM1271 or IM7902 is attached to this policy, the above automatically applies for all loss payees, additional insureds and/or mortgagees identified in the schedule of loss payees reported by "you" that "we" keep on file, or is kept on file with "your" insurance agent or insurance broker.

The following is added to the **OTHER CONDITIONS** section of the BUILDERS' RISK COVERAGE - SCHED-ULED JOBSITE FORM - BROAD FORM:

Interest Of Subcontractors, Sub-subcontractors, And Suppliers -- "We" cover the interest, which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a "jobsite" that "you" have reported to "us". This condition does not impair any right of subrogation we would otherwise have.

When the SOFT COST AND RENTAL INCOME ENDORSEMENT is attached to this policy, the following is added to paragraph 1.c.:

Soft cost expenses are limited to:

- 7) Insurance Premiums -- Additional insurance premium necessary to maintain coverage under applicable policies of insurance.
- 8) Licenses and Permits -- Additional costs and fees for licenses and permits.
- 9) Tax Credits -- Estimated tax credits earned annually during the life of the project
- 10) Project Manager -- additional cost for an "Independent Project Manager"

The most "we" will pay for items 7 - 10 is \$100,000 and is in addition to the Soft Cost limit specified on the Schedule of Coverages.

The following is added to **ADDITIONAL DEFINITION**:

"Independent Project Manager" means an independent additional resource hired solely for the purposes of managing the recovery of a construction project to its original state following a covered loss.

The following is added to COVERAGE EXTENSIONS:

4. Delay In Completion - Extra Expense

- a. **Coverage** -- In the event of a "delay", "we" will cover any "Extra Expense" incurred to establish operations at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement premises or temporary locations as a result of the "delay".
- b. **Coverage Limitation** -- Expenses paid under this coverage extension will not increase the applicable Soft Cost or Rental Income "limit".
- c. Limit -- the most "we" will pay in any one occurrence is \$100,000.

The following is added to **ADDITIONAL DEFINITION**:

"Extra Expense" means "your" necessary expenses that "you" would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered cause of loss.

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WINDSTORM OR HAIL DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

SCHEDULE

Covered Location	Deductible Amount
12858 Ever Range Parkway JACKSONVILLE, FL 32256	2%

HOW MUCH WE PAY

The deductible provision under **HOW MUCH WE PAY** is replaced by the provisions for Flat Deductible or Percentage Deductible when loss or damage to covered property is caused by or results from windstorm or hail:

The Deductible Amount as indicated in the Schedule above is applicable to loss or damage to covered property caused directly or indirectly by windstorm or hail.

Loss or damage resulting from a covered weather condition, other than windstorm or hail, will be considered to be caused by windstorm or hail and will be considered part of the windstorm or hail occurrence if the loss or damage would not have occurred without the weather conditions of windstorm or hail.

- 1. **Flat Deductible** When a flat dollar deductible is indicated in the Schedule above, "we" pay only that part of "your" loss over the deductible amount in any one occurrence.
- 2. Percentage Deductible
 - a. When a 1%, 2%, or 5% deductible is indicated in the Schedule above, "we" pay only that part of "your" loss over the deductible amount in any one occurrence. The deductible amount is determined by applying the percentage indicated on the Schedule by the Total Value In Place.

As used in this endorsement, Total Value In Place means the following values which existed immediately prior to the loss or damage:

- 1) Covered property constructed, erected, or installed at the "jobsite";
- 2) Covered property not yet constructed, erected, or installed that is at the "jobsite"; and
- 3) Covered property in the course of rehabilitation or renovation at the "jobsite".
- b. The percentage deductible applies separately to each covered building or structure.

of 80

CATASTROPHIC GROUND COVER COLLAPSE AND SINKHOLE ACTIVITY BUILDERS' RISK - FLORIDA

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM
BUILDERS' RISK COVERAGE - SCHEDULED JOBSITE FORM - BROAD FORM

The Builders' Risk Coverage form is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COVERAGE EXTENSIONS

The following coverage is added:

Stabilization

- a. Upon receipt of a claim for loss to a covered "building or structure" alleged to have been caused by "sinkhole activity", "we" will conduct an initial inspection of the property and provide written notice to "you" disclosing the following:
 - 1) the cause(s) of the damage, if determined;
 - 2) where the cause of damages cannot be validly determined, the circumstances under which "we" are required to engage a "professional engineer" or a "professional geologist" to verify that the loss was or was not caused by "sinkhole activity" and to engage a "professional engineer" to make recommendations regarding stabilization and foundation repairs to the land and building; and
 - 3) "your" right to request testing by a "professional engineer" or a "professional geologist", and the circumstances under which "you" may demand certain testing and incur costs associated with testing.
- b. If "we" deny "your" claim for "structural damage" to a covered building without engaging a "professional engineer" or "professional geologist" to perform testing in accordance with Florida law, "you" may demand that such testing be completed. To the extent you make such a demand:
 - 1) "You" must communicate "your" demand for testing to "us" in writing within sixty (60) days after "you" receive "our" denial of the claim.
 - 2) "You" must pay fifty (50) percent of the actual cost of the analyses and services provided by "our" "professional engineer" or "professional geologist" in accordance with Florida law or \$2,500, whichever is less.
 - 3) "We" will reimburse "you" for the costs if "our" "professional engineer" or "professional geologist" provides written certification in accordance with Florida law that the loss was caused by "sinkhole activity".
- c. If loss to a covered "building or structure" is verified to have been caused by "sinkhole activity", "we" will provide notice to "you" of the verification and "we" will pay for the costs to stabilize the "building or structure", stabilize the land under that "building or structure", and/or repair the foundation of that "building or structure" in accordance with the recommendations of a "professional engineer" as provided under Florida law, subject to the provisions of this policy.
- d. Before "you" enter into a contract for the performance of building stabilization and foundation repairs:
 - 1) if the "professional engineer" determines that such building stabilization and foundation repairs cannot be completed within the applicable policy "limit", "we" must pay to complete the recommended repairs or tender the applicable policy "limit" to "you", whichever is greater, but in any event we will not pay more than the "limit";



- 2) any payment "we" make to:
 - a) complete such repairs; or
 - b) tender the applicable policy "limit";

will be based on the actual cash value of the covered property (with a deduction for depreciation) at the time of sinkhole loss, subject to the Loss Settlement Terms set forth under How Much We Pay; and

- "we" will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building.
- e. In order to prevent additional damage to the covered "building or structure", "you" must enter into a contract for the performance of building stabilization and foundation repairs within ninety (90) days after "we" confirm coverage for a loss caused by "sinkhole activity" and notify "you" of such confirmation. However, this time period will be tolled if either "you" or "we" request a neutral evaluation, as provided under Florida law, within the ninety (90) day period, in which case the time period begins again 10 days after the conclusion of the neutral evaluation process.
- f. After "you" enter into a contract for the performance of building stabilization and foundation repairs:
 - 1) "we" will pay the amounts required for such repairs as the work is performed and expenses are incurred, which shall not exceed the applicable policy "limit";
 - 2) the amount "we" pay for such repairs will be based on the actual cash value of the covered property (with a deduction for depreciation) at the time of sinkhole loss, unless an entry on the declarations indicates that the value of the covered property is based on its replacement cost; and
 - 3) when replacement cost is shown on the declarations for the covered property, the amount "we" pay for such repairs will be based on the property's replacement cost, without any deduction for depreciation.

However, "we" cannot require "you" to advance any payment for these repairs.

- g. Stabilization and all other structural and contents repairs must be completed within twelve (12) months after entering into the contract referenced in e. above unless:
 - 1) "you" and "we" mutually agree not to be bound by such time frame;
 - 2) the claim is involved in a neutral evaluation process:
 - 3) the claim is in litigation; or
 - 4) the claim is involved in a mediation program.
- h. "You" may not accept a rebate from any person performing land and building stabilization and foundation repairs. If "you" do receive such a rebate, coverage for loss caused by "sinkhole activity" is void and "you" must refund the amount of the rebate to "us".
- i. If loss to a covered "building or structure" is verified to not have been caused by "sinkhole activity" and "you" have submitted the claim without good faith grounds, "you" will be required to reimburse "us" for 50 percent of the actual costs of the analyses and services provided by "our" "professional engineer" or "professional geologist" in accordance with Florida law. However, reimbursement will not exceed \$2,500 with respect to any claim, and will be required only if "you" requested such analyses and services and before ordering such analysis "we" informed "you" in writing of "your" potential liability for reimbursement and gave "you" the opportunity to withdraw the claim.

PERILS EXCLUDED

Under item 1.b. Earth Movement Or Volcanic Eruption, the following is added:

This exclusion does not apply to loss caused by "catastrophic ground cover collapse".

DEFINITIONS

1. The definition of "Earth Movement" is deleted and replaced by the following:

"Earth Movement" means:

- a. The movement of the ground, soil, sediments, substrates, or strata whether the movement is caused by an act of nature or is manmade, including, but not limited to:
 - 1) earthquake including aftershocks, liquefaction, or ground displacement associated with earthquake;

- 2) eruption, explosion, or effusion of a volcano;
- 3) shaking or ground rupture before, during or after a volcanic eruption;
- 4) landslide;
- 5) mine subsidence whether or not the manmade mine is currently in use; or
- 6) any other ground movement, including sinking (other than "sinkhole activity"), shifting, contraction, or rising of the ground including, but not limited to:
 - a) erosion, expansion, or shrinking;
 - b) freezing or thawing;
 - c) soil compaction; and
 - d) movement caused by water under the surface of the ground;

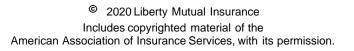
that causes cracking, settling, tilting, leaning, or shifting of covered property.

- b. The movement of the ground, soil, sediments, substrates, or strata resulting from any act, error or omission including but not limited to:
 - construction or excavation activities, regardless of whether or not occurring under covered property and regardless of whether the construction or excavation was being performed at "your" request or for "your" benefit;
 - blasting or vibration from any source;
 - 3) any process for removing gas; oil; minerals; water; steam; or any other natural resource, substance, or material from below the surface of the ground including, but not limited to, hydraulic fracturing (fracking), mining, drilling, or geothermal energy extraction;
 - 4) water injection below the surface of the ground, whether wastewater from hydraulic fracturing or any other source or water injected into underground rock for the purpose of creating geothermal energy; or
 - 5) carbon sequestration, biosequestration or any other process for removing carbon dioxide or other forms of carbon from the atmosphere and placed it in an underground reservoir, underground geologic formations or any other underground storage technique.
- 2. The definition of "sinkhole collapse" is deleted.
- 3. The definition of "specified perils" is deleted and replaced by the following:

Subject to the restrictions that follow, "specified perils" means aircraft; "catastrophic ground cover collapse"; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishin g equipment; lightning; riot; "sinkhole activity"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Restrictions --

- a. "Catastrophic ground cover collapse" does not include:
 - 1) damage consisting merely of the settling or cracking of a foundation, structure, or building; or
 - 2) loss to personal property unless "catastrophic ground cover collapse" also causes damage to the covered building containing the personal property.
- b. Falling objects does not include loss to:
 - 1) personal property in the open; or
 - 2) the interior of "buildings or structures" or personal property inside "buildings or structures" unless the exterior of the roof or walls are first damaged by a falling object.
- c. "Sinkhole activity" does not include:
 - 1) loss to personal property unless "sinkhole activity" also causes "structural damage" to a covered building containing the personal property which is damaged; or
 - 2) the value of land.
- d. Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.



- a. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
 - 1) the abrupt collapse of the ground cover;
 - 2) a depression in the ground cover clearly visible to the naked eye;
 - 3) "structural damage" to the covered building, including the foundation; and
 - 4) the insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for the structure.
- b. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
- c. "Primary structural system" means an assemblage of "primary structural members".
- d. "Professional engineer" means a person who has a bachelor's degree or higher in engineering and experience and expertise in the identification of "sinkhole activity" as well as other potential causes of "structural damage" that is properly licensed.
- e. "Professional geologist" means a person who has a bachelor's degree or higher in geology or related earth science and experience and expertise in the identification of "sinkhole activity" as well as other potential geologic causes of "structural damage" that is properly licensed.
- f. "Sinkhole activity" means settlement or systematic weakening of the earth supporting a covered "building or structure" only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
- g. "Structural damage" means a covered building, regardless of the date of construction, has experienced the following:
 - interior floor displacement or deflection in excess of acceptable variances as defined in the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
 - 2) foundation displacement or deflection in excess of acceptable variances as defined in the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support such that the stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, and location;
 - damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" such that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - 4) damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - 5) damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

This endorsement changes the Inland Marine Coverage. PLEASE READ THIS CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. ADDITIONAL EXCLUSION:

The following is added to EXCLUSIONS:

CYBER INCIDENT - "We" will not pay for loss or damage arising out of a "cyber incident". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

B. Limited Exception for Fire or Explosion

If a "cyber incident" results in fire or explosion, we will pay for the direct physical loss or damage caused by that fire or explosion.

C. Limited Exception for Commercial Computer Coverage Form

Paragraph A. of this endorsement does not apply to coverage provided under the COMMERCIAL COMPUTER COVERAGE FORM.

D. Vandalism

If Vandalism coverage is not otherwise excluded, the following is added to vandalism:

Vandalism does not include a "cyber incident".

E. ADDITIONAL DEFINITIONS:

As used in this endorsement:

"Cyber Incident" includes:

- Unauthorized access to or use of any computer system or computer software (including electronic data).
- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system or computer software (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or computer software (including electronic data) or otherwise disrupt their normal functioning or operation.
- Denial of service attack which disrupts, prevents or restricts access to or use of any computer system or computer software (including electronic data), or otherwise disrupts their normal functioning or operation.

All other terms and conditions of the policy remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART CRIME AND FIDELITY COVERAGE PART FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value as it pertains to direct loss or damage to covered property by a Covered Cause of Loss or covered peril:

Actual Cash Value is the amount it would cost to repair or replace, on the date of loss, with material of like kind and quality, with reasonable deduction for physical depreciation and obsolescence, but in no event more than the fair market value.

Unless otherwise provided by this policy, we may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, overhead and profit, labor and services necessary to replace, repair or rebuild damaged property. If expense depreciation is applied to loss for damaged property, we shall provide a written explanation as to how the expense depreciation was calculated.

AMENDATORY ENDORSEMENT FLORIDA

1. Under Loss Payment, Your Losses is amended to include the following:

If "we" have agreed in writing to the settlement of a claim, "we" will pay for that loss within 20 days after such settlement is reached.

2. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud -- This coverage may be voided if, before or after a loss:

- a. an insured has willfully concealed or misrepresented:
 - 1) any material fact or circumstance concerning this insurance; or
 - 2) an insured's interest herein if material.

This means "we" would not have issued the policy at the premium charged if "we" had known the facts "you" concealed or misrepresented.

- **b.** there has been fraud or false swearing by an insured with respect to this insurance or the subject thereof.
- 3. In all coverage forms except Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, paragraph b. of Suit Against Us is deleted and replaced by the following:
 - b. the suit has been brought within five years after "you" first have knowledge of the loss.



AMENDATORY ENDORSEMENT -- FUNGUS EXCLUSION AND LIMITED COVERAGE DELETED

- 1. Under Coverage Extensions, Limited Fungus Coverage is deleted.
- 2. The following applies to IM 7050, IM 7052, IM 7053, and IM 8150, if applicable:

Under Supplemental Coverages, Ordinance Or Law (Undamaged Parts Of A Building) is deleted and replaced as follows:

Ordinance Or Law (Undamaged Parts Of A Building) --

- a. Coverage -- When a covered peril occurs to covered "buildings or structures", "we" pay for the value of undamaged parts of covered "buildings or structures" that are required to be demolished as a result of the enforcement of any ordinance, law, or decree that:
 - requires the demolition of undamaged parts of covered "buildings or structures" that are damaged or destroyed by a covered peril;
 - regulates the construction or repair of "buildings or structures", or establishes building, zoning, or land use requirements at a covered "jobsite"; and
 - 3) is in force at the time of loss.
- b. We Do Not Cover -- "We" do not cover the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants".
- c. Coverage Limitation -- This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The following applies to IM 7980, if applicable:

Under Supplemental Coverages, Ordinance Or Law (Undamaged Parts Of A Contract Works) is deleted and replaced as follows:

Ordinance Or Law (Undamaged Parts Of A Contract Works) --

- a. Coverage -- When a covered peril occurs to a covered "contract works", "we" pay for the value of undamaged parts of the covered "contract works" that is required to be demolished as a result of the enforcement of any ordinance, law, or decree that:
 - requires the demolition of undamaged parts of the covered "contract works" that is damaged or destroyed by a covered peril;
 - regulates the construction or repair of a "contract works", or establishes building, zoning, or land use requirements at a covered "jobsite"; and
 - is in force at the time of loss.
- b. We Do Not Cover -- "We" do not cover the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants".
- c. Coverage Limitation -- This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.
- 4. The following applies to IM 7050, IM 7052, IM 7053, and IM 8150, if applicable:

Under Supplemental Coverages, Ordinance Or Law (Increased Cost To Repair And Cost To Demolish/Clear Site) is deleted and replaced as follows:

Ordinance Or Law (Increased Cost To Repair And Cost To Demolish/Clear Site) --

- a. Increased Cost To Repair --
 - Coverage -- When a covered peril occurs to covered "buildings or structures", "we" cover the increased cost to repair, rebuild, or reconstruct:
 - a) damaged portions of covered "buildings or structures"; and
 - b) undamaged portions of covered "buildings or structures" whether or not those undamaged portions need to be demolished;

as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when a covered peril occurs to covered "buildings or structures".

- 2) If The Building Is Repaired Or Rebuilt -- If covered "buildings or structures" are repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.
- 3) Coverage Limitation -- "We" do not cover the increased cost of construction until the covered "buildings or structures" are actually repaired or replaced, whether at the same or another location, and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years. The period for repair or replacement may be extended by "us" in writing during the two year period.
- b. Cost To Demolish And Clear Site -- "We" cover the cost to demolish and clear the site of undamaged parts of the covered "buildings or structures" that are damaged or destroyed by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril occurs to covered "buildings or structures".

- c. We Do Not Cover -- "We" do not cover the costs associated with the enforcement of any ordinance, law, or decree:
 - that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants"; or
 - 2) "you" were required to comply with before the covered peril occurred to covered "buildings or structures", even if the "buildings or structures" were undamaged and "you" failed to comply with the ordinance, law, or decree.

d. What We Pay --

- If The Building Is Repaired Or Replaced At Same Site Or Opt To Build At Another Location -- If the covered "buildings or structures" are repaired or replaced at the same location or "you" opt to build at another location, "we" pay the lesser of:
 - a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "buildings or structures", plus the actual increased cost to repair, rebuild, or construct the property but not for more than "buildings or structures" of the same height, floor area, and style at the same location with materials of like kind and quality; or
 - b) \$50,000.
- 2) If The Building Is Repaired Or Replaced And Required By Ordinance Or Law To Relocate -- If the covered "buildings or structures" are rebuilt at a new location due to an ordinance or law requirement, "we" pay the lesser of:



- a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "buildings or structures", plus the actual increased cost to construct "buildings or structures" of the same height, floor area, and style at a new location with materials of like kind and quality; or
- b) \$50,000.
- 3) If The Building Is Not Repaired Or Replaced -- If the covered "buildings or structures" are not repaired or replaced, "we" pay the lesser of:
 - the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "buildings or structures"; or
 - b) \$50,000.
- 5. The following applies to IM 7980, if applicable:

Under Supplemental Coverages, Ordinance Or Law (Increased Cost To Repair And Cost To Demolish/Clear Site) is deleted and replaced as follows:

Ordinance Or Law (Increased Cost To Repair And Cost To Demolish/Clear Site) --

- a. Increased Cost To Repair --
 - Coverage -- When a covered peril occurs to a covered "contract works", "we" cover the increased cost to repair, rebuild, or reconstruct:
 - a) damaged portions of the covered "contract works"; and
 - b) undamaged portions of the covered "contract works" whether or not those undamaged portions need to be demolished;

as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when a covered peril occurs to the covered "contract works".

- 2) If The Contract Works Is Repaired Or Rebuilt -- If the covered "contract works" is repaired or rebuilt, it must be intended for similar occupancy or use as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.
- 3) Coverage Limitation -- "We" do not cover the increased cost of construction until the covered "contract works" is actually repaired or replaced, whether at the same or another location, and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years. The period for repair or replacement may be extended by "us" in writing during the two year period.
- b. Cost To Demolish And Clear Site -- "We" cover the cost to demolish and clear the site of undamaged parts of the covered "contract works" that is damaged or destroyed by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril occurs to the covered "contract works".
- c. We Do Not Cover -- "We" do not cover the costs associated with the enforcement of any ordinance, law, or decree:
 - that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants"; or
 - 2) "you" were required to comply with before the covered peril occurred to the covered "contract works", even if the "contract works" was undamaged and "you" failed to comply with the ordinance, law, or decree.

- If The Contract Works Is Repaired Or Replaced At Same Site Or Opt To Build At Another Location -- If the covered "contract works" is repaired or replaced at the same location or "you" opt to build at another location, "we" pay the lesser of:
 - a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "contract works", plus the actual increased cost to repair, rebuild, or construct the property but not for more than a "contract works" of the same usage, capacity and function at the same location with materials of like kind and quality; or
 - b) \$100,000.
- 2) If The Contract Works Is Repaired Or Replaced And Required By Ordinance Or Law To Relocate -- If the covered "contract works" is rebuilt at a new location due to an ordinance or law requirement, "we" pay the lesser of:
 - a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "contract works", plus the actual increased cost to construct a "contract works" of the same usage, capacity, and function at a new location with materials of like kind and quality; or
 - b) \$100,000.
- 3) If The Contract Works Is Not Repaired Or Replaced -- If the covered "contract works" is not repaired or replaced, "we" pay the lesser of:
 - a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "contract works"; or
 - b) \$100,000.

- The following applies to IM 7050, IM 7051, IM 7052, IM 7053, IM 7054, IM 7100, IM 7101, IM 7102, IM 7980, and IM 8150, if applicable:
 - Under Perils Excluded, Fungus is deleted.
- The following applies to IM 7050, IM 7052, IM 7053, IM 7100, IM 7101, IM 7102, IM 7980, and IM 8150, if applicable:

Under Perils Excluded, Contamination Or Deterioration is deleted and replaced by the following:

Contamination Or Deterioration -- "We" do not pay for loss or damage caused by or resulting from contamination or deterioration, including but not limited to corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

8. The following applies to IM 7051 and IM 7054, if applicable:

Under Perils Excluded, Contamination Or Deterioration is deleted and replaced by the following:

Contamination Or Deterioration -- "We" do not pay for loss or damage caused by or resulting from contamination or deterioration, including but not limited to corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

9. The following applies only to IM 7054, if applicable:

Under Other Coverages, Collapse, Limited Fungus Coverage Does Not Increase/Decrease Coverage is deleted.

The following applies to IM 7050, IM 7051, IM 7052, IM 7053, IM 7054, IM 7100, IM 7101, IM 7102, IM 7980, and IM 8150, if applicable:

Under Other Conditions, Restoration Of Limits is deleted and replaced as follows:

- **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
- 11. The following applies to IM 7050, IM 7051, IM 7052, IM 7053, IM 7054, IM 7100, IM 7101, IM 7102, IM 7980, and IM 8150, if applicable:

Under Definitions, "fungus" is deleted.

IM 2200 07 20

BUILDERS' RISK COVERAGE SCHEDULED JOBSITE FORM BROAD FORM



AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Builders' Risk Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

- The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
- 2. The words "we", "us", and "our" mean the company providing this coverage.
- 3. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

- 4. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.
- 5. "Fungus" means:
 - a. a fungus, including but not limited to mildew and mold;
 - a protist, including but not limited to algae and slime mold;
 - c. wet rot and dry rot;
 - d. a bacterium; or
 - e. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
- 6. "Jobsite" means any location, project, or work site where "you" are in the process of constructing, erecting, or fabricating a building or structure.
- **7.** "Limit" means the amount of coverage that applies.
- 8. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - **b.** electrical or magnetic emissions, whether visible or invisible, and sound emissions.

- 9. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - **b.** declarations or supplemental declarations that pertain to this coverage.
- 10. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
- 11. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

- **12.** "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- **13.** "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

Course Of Construction --

 Coverage -- "We" cover direct physical loss caused by a covered peril to buildings and structures while in the course of construction, erection, or fabrication.

Buildings and structures in the course of construction is limited to:

- materials and supplies that will become a permanent part of the buildings or structures;
- foundations, excavations, grading, filling, attachments, permanent fencing, and other permanent fixtures;
- scaffolding, construction forms or temporary fencing at the described "jobsite"; and
- **d.** temporary structures at the described "iobsite".
- Coverage Limitation -- "We" only cover buildings and structures in the course of construction at the "jobsite" described on the "schedule of coverages".

PROPERTY NOT COVERED

- Aircraft Or Watercraft -- "We" do not cover aircraft or watercraft.
- **2. Contraband --** "We" do not cover contraband or property in the course of illegal transportation or trade.

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- Land -- "We" do not cover land including land on which covered property is located.
- 4. Money And Securities -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
- 5. Standing Building Or Structure -- "We" do not cover any:
 - a. standing building or structure;
 - b. part of a standing building or structure; or
 - c. standing building or structure to which additions, alterations, improvements, or repairs are being made.

A standing building or structure means any building or structure that has been wholly or partially constructed, erected, or fabricated. A standing building or structure also means any building or structure that is in the process of construction, erection, or fabrication at the inception of this policy.

6. Vehicles -- "We" do not cover automobiles or any self- propelled vehicles that are designed for highway use.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. Debris Removal --

- a. Coverage -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. We Do Not Cover -- This coverage does not include costs to:
 - extract "pollutants" from land or water; or
 - remove, restore, or replace polluted land or water.
- c. Limit -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. Additional Limit -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. You Must Report Your Expenses -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. Emergency Removal --

- a. Coverage -- "We" cover any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril.
- b. Time Limitation -- This coverage applies for up to ten days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

3. Emergency Removal Expenses --

- a. Coverage -- "We" pay for "your" expenses to move or store covered property to prevent a loss caused by a covered peril.
- b. Time Limitation -- This coverage applies for up to ten days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.
- c. Limit -- The most "we" pay in any one occurrence for expenses to move or store covered property to prevent a loss is \$10,000.
- d. This Is A Separate Limit -- The "limit" for Emergency Removal Expenses is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

4. Fraud And Deceit --

- a. Coverage -- "We" cover theft of covered property when "you", "your" agents, customers, or consignees are fraudulently induced to part with the covered property:
 - to persons who falsely represent themselves as the proper persons to receive the property;
 - by the acceptance of fraudulent bills of lading or shipping receipts; or
 - as a result of or directly related to the use of any electronic data processing hardware or software.

b. Limit -- The most "we" pay in any one occurrence for theft of covered property under this Coverage Extension is \$50,000.

5. Limited Fungus Coverage --

- a. Coverage -- "We" pay for direct physical loss to covered property caused by or relating to the existence of or any activity of "fungus".
- b. Coverage Limitation -- "We" only cover loss caused by "fungus":
 - 1) when the "fungus" is the result of:
 - a) a "specified peril" other than fire or lightning; or
 - b) "flood" (if the Flood Coverage is provided under this policy);

that occurs during the policy period; and

- 2) if all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.
- c. Limit -- The most "we" pay for all losses at all buildings or structures is \$15,000, unless another "limit" is indicated on the "schedule of coverages". The Limited Fungus Limit applies regardless of the number of claims made.

The Limited Fungus Limit applies regardless of the number of locations or buildings or structures insured under this policy.

The Limited Fungus Limit is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "specified perils", other than fire or lightning, or "flood" (if applicable) during each separate 12- month period beginning with the inception date of this policy.

- d. If The Policy Period Is Extended -- If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Limited Fungus Limit.
- Recurrence And Continuation Of Fungus

 Limited Fungus Limit is the most that
 "we" pay with respect to a specific occurrence of a loss which results in "fungus" even if such "fungus" recurs or continues to exist during this or any future policy period.
- f. Limit Applies To Other Costs Or Expenses -- Limited Fungus Limit also applies to any cost or expense to:
 - clean up, contain, treat, detoxify, or neutralize "fungus" on covered property or remove "fungus" from covered property;
 - remove and replace those parts of covered property necessary to gain access to "fungus"; and
 - 3) test for the existence or level of "fungus" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus" is present.
- g. Loss Not Caused By Fungus -- If there is a covered loss or damage to covered property not caused by "fungus", loss payment will not be limited by the "terms" of this coverage extension. However, to the extent that "fungus" causes an increase in the loss, that increase is subject to the "terms" of this coverage extension.

- 6. Waterborne Property -
 - a. Coverage -- "We" cover direct physical loss caused by a covered peril to covered property while waterborne.
 - **b.** Limit -- The most "we" pay in any one occurrence for loss to waterborne property is \$10,000.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- **a.** is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Contract Penalty --

- a. Coverage -- "We" pay for the cost of contractual penalties for non-completion that "you" are assessed or are required to pay because "you" are unable to complete construction of a covered building or structure in accordance with the terms or conditions of the building contract.
- b. Coverage Limitation -- "Your" inability to complete construction on time must be as a direct result of a loss by a covered peril to a covered building or structure.
- **c. Limit** -- The most "we" pay in any one occurrence for all contractual penalties is \$10,000.
- 2. Earthquake Coverage -- If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by earthquake and volcanic eruption to covered property.

3. Expediting Expenses --

a. Coverage -- When a covered peril occurs to a covered building or structure, "we" pay for reasonable expediting expenses necessary to complete construction within the time frame specified in the construction contract.

Expediting expenses include, but are not limited to, additional:

- 1) labor or overtime;
- transportation costs and storage expense;

- expense to rent additional equipment; and
- 4) similar construction expenses.
- **b.** Limit -- The most "we" pay in any one occurrence for all expediting expenses is \$10,000.

4. Fire Department Service Charges --

- a. Coverage -- "We" cover "your" liability, assumed by contract or agreement prior to the loss, for fire department service charges. No deductible applies to this Supplemental Coverage.
- b. Coverage Limitations -- "We" only pay for:
 - 1) fire department service charges that relate to covered property; and
 - 2) charges incurred when the fire department is called to save or protect covered property from a covered peril.
- **c. Limit** -- The most "we" pay in any one occurrence for "your" liability for fire department service charges is \$1,000.
- 5. Flood Coverage -- If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by "flood" to covered property.

6. Ordinance Or Law (Undamaged Parts Of A Building) --

- a. Coverage -- When a covered peril occurs to a covered building or structure, "we" pay for the value of undamaged parts of a covered building or structure that is required to be demolished as a result of the enforcement of any ordinance, law, or decree that:
 - requires the demolition of undamaged parts of a covered building or structure that is damaged or destroyed by a covered peril;

- regulates the construction or repair of a building or structure, or establishes building, zoning, or land use requirements at a covered location; and
- 3) is in force at the time of loss.
- b. We Do Not Cover -- "We" do not cover:
 - the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants";
 - 2) loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation or razing of property due to the existence of or any activity of "fungus"; or
 - 3) costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus".
- c. Coverage Limitation -- This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.
- 7. Ordinance Or Law (Increased Cost To Repair And Cost To Demolish/Clear Site) -
 - a. Increased Cost To Repair --
 - Coverage -- When a covered peril occurs to a covered building or structure, "we" cover the increased cost to repair, rebuild, or reconstruct:
 - a) damaged portions of a covered building or structure; and

- undamaged portions of a covered building or structure whether or not those undamaged portions need to be demolished;
- as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when a covered peril occurs to a covered building or structure.
- 2) If The Building Is Repaired Or Rebuilt -- If a covered building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.
- 3) Coverage Limitation -- "We" do not cover the increased cost of construction until the covered building or structure is actually repaired or replaced and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.
- b. Cost to Demolish And Clear Site -- "We" cover the cost to demolish and clear the site of undamaged parts of the covered building or structure that is damaged or destroyed by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril occurs to a covered building or structure.
- c. We Do Not Cover -- "We" do not cover:
 - the costs associated with the enforcement of any ordinance, law, or decree:
 - that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants";

- b) that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus"; or
- c) "you" were required to comply with before the covered peril occurred to a covered building or structure, even if the building or structure was undamaged and "you" failed to comply with the ordinance, law, or decree; or
- 2) loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation or razing of property due to the existence of or any activity of "fungus".
- d. What We Pay If The Building Is Repaired Or Replaced -- If the covered building or structure is repaired or replaced, "we" pay the lesser of:
 - the amount "you" actually spend to demolish and clear the site, plus the actual increased cost to repair, rebuild, or construct the property but not for more than a building or structure of the same height, floor area, and style; or
 - 2) \$50,000.
- e. What We Pay If The Building Is Not Repaired Or Replaced -- If the covered building or structure is not repaired or replaced, "we" pay the lesser of:
 - 1) the amount "you" actually spend to demolish and clear the site; plus the cost "you" would have incurred to replace the damaged or destroyed property with other property:
 - a) of like kind, and quality;

- **b)** of the same height, floor area, and style; and
- c) used for the same purpose; or
- **2)** \$50,000.

8. Personal Property --

- a. Coverage -- "We" cover direct physical loss caused by a covered peril to business personal property that will not become a permanent part of a covered building or structure.
- b. Coverage Limitation -- "We" only cover business personal property while being installed or stored in a covered building or structure.
- **c. Limit** -- The most "we" pay in any one occurrence for loss to personal property is \$10,000.

9. Pollutant Cleanup And Removal --

- a. Coverage -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. Time Limitation -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. We Do Not Cover -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".
 - However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.
- d. Limit -- The most "we" pay for each location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

10. Rewards --

- Coverage -- "We" pay a reward for information that leads to a conviction for:
 - 1) arson;
 - 2) theft; or
 - 3) vandalism.

The conviction must involve a covered loss caused by arson, theft, or vandalism.

- **b.** Limit -- The most "we" pay in any one occurrence for a reward for information is \$1,000.
- c. Limit Is Not Increased By The Number Of Persons Providing Information -- The amount "we" pay is not increased by the number of persons involved in providing the information.

11. Sewer Backup Coverage --

- a. Coverage -- "We" cover direct physical loss to a covered building or structure caused by:
 - water that backs up through a sewer or drain; or
 - 2) water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.
- b. Limit -- The most "we" pay in any one occurrence for loss caused by sewer backup and water below the surface is \$10,000.

12. Storage Locations --

- a. Coverage -- "We" cover direct physical loss caused by a covered peril to:
 - materials and supplies that will become a permanent part of a covered building or structure;

- business personal property as described under Personal Property, Supplemental Coverages; and
- 3) trees, shrubs, plants, and lawns as described under Trees, Shrubs, and Plants, Supplemental Coverages and only for the perils described under Trees, Shrubs, and Plants

while they are in storage at a location that is not described on the "schedule of coverages".

b. Limit -- The most "we" pay in any one occurrence for loss to property at a storage location is \$10,000.

13. Testing --

a. Coverage -- "We" cover direct physical loss to a covered building or structure caused by a covered peril that results from testing.

Testing means start-up, performance, stress, pressure, or overload testing of materials, supplies, machinery, fixtures, and equipment that will become a permanent part of a covered building or structure.

b. Limit -- The most "we" pay in any one occurrence for loss resulting from testing is \$10,000.

14. Transit --

- a. Coverage -- "We" cover direct physical loss caused by a covered peril to:
 - materials and supplies that will become a permanent part of a covered building or structure;
 - business personal property as described under Personal Property, Supplemental Coverages; and



3) trees, shrubs, plants, and lawns as described under Trees, Shrubs, and Plants, Supplemental Coverages and only for the perils described under Trees, Shrubs, and Plants

while they are in transit.

b. Limit -- The most "we" pay in any one occurrence for loss to property in transit is \$10,000.

15. Trees, Shrubs, And Plants --

- a. Coverage -- "We" cover direct physical loss including debris removal expenses, to outdoor trees, shrubs, plants, and lawns.
- **b.** Coverage Limitation -- "We" only cover trees, shrubs, plants, and lawns that are:
 - 1) at a covered "jobsite"; and
 - 2) a part of "your" construction project.
- c. Covered Perils -- "We" only cover loss to trees, shrubs, plants, and lawns caused by the following perils:
 - 1) fire;
 - 2) lightning;
 - 3) explosion;
 - 4) riot or civil commotion;
 - 5) falling objects; or
 - 6) vandalism.
- **d.** Limit -- The most "we" pay in any one occurrence for loss to trees, shrubs, and plants is \$10,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. Civil Authority -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

b. Earth Movement Or Volcanic Eruption --Except as provided under Supplemental Coverages - Earthquake Coverage, "we" do not pay for loss caused by any "earth movement" (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either "earth movement" or eruption, explosion, or effusion of a volcano.

This exclusion does not apply to covered property while in transit.

c. Flood -- Except as provided under Supplemental Coverages - Flood Coverage, "we" do not pay for loss caused by "flood".

"We" do cover direct loss by fire, explosion, or sprinkler leakage resulting from "flood".

This exclusion does not apply to covered property while in transit.

d. Fungus -- Except as provided under Coverage Extensions - Limited Fungus Coverage, "we" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus".

But if "fungus" results in a "specified peril", we cover loss or damage caused by that "specified peril".

This exclusion does not apply to:

- loss that results from fire or lightning; or
- 2) collapse caused by hidden decay.
- e. Nuclear Hazard -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- f. Ordinance Or Law -- Except as provided under Supplemental Coverages - Ordinance or Law, "we" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

 enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or

- 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.
- g. Penalties -- Except as provided under Supplemental Coverages - Contract Penalty, "we" do not pay for loss caused by penalties for non-completion or non-compliance with any contract terms or conditions.
- h. Sewer Backup And Water Below The Surface -- Except as provided under Supplemental Coverages - Sewer Backup Coverage, "we" do not pay for loss caused by:
 - water that backs up through a sewer or drain; or
 - 2) water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.

"We" do cover direct loss by fire, explosion, or theft resulting from either water that backs up through a sewer or drain or water below the surface of the ground.

This exclusion does not apply to covered property while in transit.

- i. War And Military Action -- "We" do not pay for loss caused by:
 - war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

 insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

- 2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:
 - a. Contamination Or Deterioration -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- b. Criminal, Fraudulent, Dishonest, Or Illegal Acts -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
 - **1)** "you";
 - 2) others who have an interest in the property;
 - others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. Defects, Errors, And Omissions -- "We" do not pay for loss caused by an act, defect, error, or omission (negligent or not) relating to:
 - design, specifications, construction, materials, or workmanship;
 - planning, zoning, development, siting, surveying, grading, or compaction; or
 - maintenance, installation, renovation, remodeling, or repair.

But if an act, error, or omission as described above results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

d. Electrical Currents -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a covered peril, "we" do cover the loss or damage caused by that covered peril.

However, this exclusion does not apply to loss resulting from testing as specifically provided under Supplemental Coverages - Testing.

e. Explosion, Rupture, Or Bursting -- "We" do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines. This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

- f. Loss Of Use -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- g. Mechanical Breakdown -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

However, this exclusion does not apply to loss resulting from testing as specifically provided under Supplemental Coverages - Testing.

h. Missing Property -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- i. Pollutants -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":
 - unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
 - except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- j. Temperature/Humidity -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.
 - But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.
- k. Voluntary Parting -- Except as provided under Coverage Extensions - Fraud and Deceit, "we" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- I. Wear And Tear -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

WHAT MUST BE DONE IN CASE OF LOSS

- 1. Notice -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - **b.** give notice to the police when the act that causes the loss is a crime.
- 2. You Must Protect Property -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- a. Payment Of Reasonable Costs -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
- b. We Do Not Pay -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
- 3. Proof Of Loss -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss:
 - other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
- 4. Examination -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.

- 5. Records -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
- **6. Damaged Property --** "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
- 7. Volunteer Payments -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
- **8. Abandonment --** "You" may not abandon the property to "us" without "our" written consent.
- Cooperation -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

- Replacement Cost -- The value of covered property will be based on the replacement cost without any deduction for depreciation. Replacement cost includes labor, reasonable overhead and profit, and delivery charges.
 - a. Replacement Cost Limitations -- Replacement cost is limited to the cost of repair or replacement with similar materials on the same site and used for the same purpose.
 - b. Payment Limitation -- The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

- Pair Or Set -- The value of a lost or damaged 2. article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- Loss To Parts -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

- Insurable Interest -- "We" do not cover more than "your" insurable interest in any property.
- Deductible -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
- Earthquake Period -- All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168- hour period is not limited by the policy expiration.
- Loss Settlement Terms -- Subject to paragraphs 1., 2., 3., 5., 6., and 7. under How Much We Pay, "we" pay the lesser of:
 - the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property.

Coinsurance --

When Coinsurance Applies -- "We" only pay a part of the loss if the "limit" is less than 100% of the estimated completed value of the covered building or structure.

- How We Determine Our Part Of The Loss -- "Our" part of the loss is determined using the following steps:
 - determine the 100% expected completed value of the building or structure; this figure is based on the estimated value of the property completion of construction had no loss occurred:
 - divide the "limit" for covered property by the result determined in b.1) above; and
 - multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most "we" pay is the amount determined in b.3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

- If There Is More Than One Limit -- If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
- d. If There Is Only One Limit -- If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" plies.
- Insurance Under More Than One Coverage --If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

Insurance Under More Than One Policy --

Proportional Share -- "You" may have subject to the same another policy "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

b. Excess Amount -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

- 1. Loss Payment Options -
 - a. Our Options -- In the event of loss covered by this coverage form, "we" have the following options:
 - pay the value of the lost or damaged property;
 - pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
 - b. Notice Of Our Intent To Rebuild, Repair, Or Replace -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses --

a. Adjustment And Payment Of Loss -"We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.

- b. Conditions For Payment of Loss -- An insured loss will be payable 30 days after:
 - a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".
- 3. Property Of Others -
 - a. Adjustment And Payment Of Loss To Property Of Others -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
 - b. We Do Not Have To Pay You If We Pay
 The Owner -- If "we" pay the owner,
 "we" do not have to pay "you". "We"
 may also choose to defend any suits
 brought by the owners at "our" expense.

OTHER CONDITIONS

 Appraisal -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- 2. Benefit To Others -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
- Conformity With Statute -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
- Estates -- This provision applies only if the insured is an individual.
 - a. Your Death -- On "your" death, "we" cover the following as an insured:
 - the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

b. Policy Period Is Not Extended -- This coverage does not extend past the policy period indicated on the declarations.

- 5. Misrepresentation, Concealment, Or Fraud --This coverage is void as to "you" and any other insured if, before or after a loss:
 - **a.** "You" or any other insured have willfully concealed or misrepresented:
 - a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. There has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
- **6. Policy Period --** "We" pay for a covered loss that occurs during the policy period.
- 7. Recoveries -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - **a.** "you" must notify "us" promptly if "you" recover property or receive payment;
 - **b.** "we" must notify "you" promptly if "we" recover property or receive payment;
 - any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.
- 8. Restoration Of Limits -- Except as indicated under Limited Fungus Coverage, a loss "we" pay under this coverage does not reduce the applicable "limits".

9. Subrogation -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

- 10. Suit Against Us -- No one may bring a legal action against "us" under this coverage unless:
 - a. all of the "terms" of this coverage have been complied with; and
 - b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

- Territorial Limits -- "We" cover property while in the United States of America, its territories and possessions, Canada, and Puerto Rico.
- 12. Carriers For Hire -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the replacement cost or actual cash value of the covered property.

ADDITIONAL COVERAGE LIMITATIONS

- 1. Coverage Not Provided During Occupancy And Use -- "We" do not provide coverage under this policy if, without "our" prior written consent, a covered building or structure as described under Property Covered is:
 - a. occupied in whole or in part; or
 - b. put to its intended use.

However, this provision does not apply if permission to occupy is indicated on the "schedule of coverages".

- **2.** When Coverage Ceases -- Coverage will end when one of the following first occurs:
 - a. this policy expires or is canceled;
 - a covered building or structure is accepted by the purchaser;
 - **c.** "your" insurable interest in the covered property ceases;
 - **d.** "you" abandon construction with no intent to complete it; or
 - **e.** a covered building or structure has been completed for more than 90 days.

Coverage provided under this endorsement is also subject to the "terms" and conditions in the Builders' Risk Coverage form under the sections titled Agreement, Definitions, Property Not Covered, Perils Covered, Perils Excluded, What Must Be Done In Case Of Loss, Loss Payment, and Other Conditions.

ADDITIONAL DEFINITION

"Delay" means a delay in the construction, erection, or fabrication of a building or structure.

COVERAGE

1. Soft Costs --

- a. Coverage -- "We" pay for soft cost expenses that arise out of a "delay" resulting from direct physical loss or damage to a building or structure that is caused by a covered peril.
- b. Coverage Limitation -- "We" only cover soft cost expenses that arise out of a "delay" to a building or structure that is described on the Soft Cost Schedule.
- c. Soft Cost Expenses Mean -- Soft cost expenses mean the necessary expenses relating to the construction, erection, or fabrication of a building or structure that are over and above those costs that would have been incurred had there been no "delay".

Soft cost expenses are limited to:

- Advertising -- Additional advertising, public relations, and promotional expenses.
- 2) Design Fees -- Additional fees for architects, interior designers, consultants and other technical advisors, and engineers.
- Professional Fees -- Additional fees for accountants and attorneys.

- Interest -- Additional interest on money borrowed to finance construction, remodeling, renovation, or repair.
- 5) Lease Administration -- The cost of administrative expenses and commissions that result from the renegotiation of leases.
- 6) Realty Taxes -- Additional realty taxes and other assessments that "you" incur for the period of time that construction has been extended beyond the projected completion date.

2. Rental Income --

- a. Coverage -- "We" pay for "your" actual loss of rental income that arises out of a "delay" resulting from direct physical loss or damage to a building or structure that is caused by a covered peril.
- b. Coverage Limitation -- "We" only cover loss of rental income that arises out of a "delay" to a building or structure that is described on the Soft Cost Schedule.
- c. Deduction From Loss Of Rental Income --Expenses that do not necessarily continue because of a "delay" will be deducted from the loss of rental income.

COVERAGE EXTENSIONS

The coverages provided below are part of and not in addition to the applicable "limit" for soft costs and rental income.

1. Expense To Reduce Loss --

- a. Coverage -- "We" extend "your" coverage under this endorsement to include necessary expenses incurred to reduce the amount of soft cost expenses or loss of rental income.
- b. Coverage Limitation -- Expenses paid under this coverage extension will not increase the applicable Soft Cost or Rental Income "limit".

- c. We Do Not Cover -- "We" do not pay for:
 - 1) expenses to extinguish a fire; or
 - expenses that exceed the amount by which a loss is reduced.
- 2. Interruption By Civil Authority -
 - a. Coverage -- "We" extend coverage for expenses or losses while access to a covered building or structure is specifically denied by an order of civil authority.
 - b. Coverage Limitations -- The order of civil authority must be a result of direct physical loss of or damage to property other than at "your" "jobsite" and must be caused by a covered peril.

This coverage extension does not increase the applicable "limit".

c. Time Limitation -- This extension is limited to two consecutive weeks from the date of the order.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- A "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for soft costs, extra expense, and rental income.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- **b.** is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for soft costs, extra expense, and rental income.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension.

1. Earthquake Coverage -- If coverage is indicated on the Soft Cost Schedule, "we" extend "your" coverage under this endorsement to include soft cost expenses and loss of rental income that arise out of a "delay" resulting from direct physical loss or damage to a building or structure caused by earthquake and volcanic eruption to covered property.

- 2. Flood Coverage -- If coverage is indicated on the Soft Cost Schedule, "we" extend "your" coverage under this endorsement to include soft cost expenses and loss of rental income that arise out of a "delay" resulting from direct physical loss or damage to a building or structure caused by "flood" to covered property.
- 3. Sewer Backup Coverage -- If coverage is indicated on the Soft Cost Schedule, "we" extend "your" coverage under this endorsement to include soft cost expenses and loss of rental income that arise out of a "delay" resulting from direct physical loss or damage to a building or structure caused by:
 - water that backs up through a sewer or drain; or
 - **b.** water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.

ADDITIONAL EXCLUSIONS

Other exclusions relating to Perils Excluded also apply. These exclusions are shown in the Builders' Risk Coverage form.

- Additional Time -- "We" do not pay for any increase in expense or loss resulting from additional time that would be required to replace or repair any part of the covered property due to:
 - a. ordinances or laws requiring the use of construction materials or equipment that are different from the property that is destroyed;
 - **b.** ordinances or laws requiring "you" to test, evaluate, observe, or record the existence, level, or effects of pollutants;
 - c. adverse weather conditions; or
 - d. improvements necessary to correct deficiencies of original construction, erection, or fabrication.
- Consequential Loss -- "We" do not pay for any increase in expense or loss resulting from any other consequential loss.

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- Leases, Licenses, Contracts, Or Orders -"We" do not cover any increase in expense or
 loss due to the suspension, lapse, or cancellation of leases, licenses, contracts, or orders.
- 4. Strikes And Other Interference -- "We" do not cover any increase in expense or loss due to interference by strikers or other persons. This applies to interference with repairing or replacing the covered property or with resuming construction of the covered property.
- Fire Extinguishment -- "We" do not cover expenses to put out a fire.
- **6. Unnecessary Expenses --** "We" do not cover any expenses that:
 - a. are not necessary during construction of the covered building or structure; and
 - exceed the amount by which a loss is reduced.

WHAT MUST BE DONE IN CASE OF LOSS

Other "terms" relating to What Must Be Done In Case Of Loss may also apply. These are shown in the Builders' Risk Coverage.

Due Diligence To Rebuild Or Restore -- "We"
 only pay for soft cost expenses or loss of rent al income during the period of time that
 would be required with due diligence and dis patch to rebuild or restore the damaged build ing or structure with materials of like kind and
 quality.

"You" must do everything reasonably possible to minimize soft cost expenses or loss of rental income.

2. Interference And Access --

a. Minimize Interference -- "You" must minimize any interference with the construction schedule to avoid or reduce any resulting "delay".

- "us" access -- "You" must also allow "us" access to the covered building or structure so that "we" can negotiate with the contractors, sub-contractors, manufacturers, suppliers, or other involved parties to:
 - establish the cause and extent of the loss to the covered building or structure;
 - establish the amount of soft cost expenses and/or loss of rental income; and
 - determine and suggest methods to minimize or avoid the delay in construction, repairing, remodeling, or renovation.

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay may also apply. These are shown in the Builders' Risk Coverage.

- Earthquake Period -- All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.
- 2. Expenses And Income Limit -- "We" pay for the soft cost expenses and loss of rental income after the loss to covered buildings and structures. The most "we" pay for loss in any one occurrence is the "limit" indicated for Soft Cost and Rental Income.
- 3. Waiting Period -- If a waiting period is indicated on the Soft Cost Schedule, "we" do not pay for "your" soft cost expenses or loss of rental income until after the number of days indicated on the schedule have passed following the direct physical loss of or damage to "your" covered buildings or structures.

ADDITIONAL CONDITIONS

The following condition applies as it relates to this endorsement, other "terms" also apply. These "terms" are described in the Builders' Risk Coverage form.

Appraisal -- If "you" and "we" do not agree on the amount of the soft cost expenses or loss of rental income, these amounts may be determined by appraisal in accordance with the provisions described In the Builders' Risk Coverage form under Other Conditions, Appraisal.

Coastal Ridge

Community Development District

FY 25 Funding Request #4

April 7, 2025

PAYEE GENERAL FUND

1 Governmental Management Services LLC

Invoice #2 Management Fees April 2025

\$ 4,029.25

TOTAL \$ 4,029.25

Please make check payable to:

Coastal Ridge Community Development District

475 West Town Place Ste 114 St Augustine FL 32092

Governmental Management Services, LLC

475 West Town Place, Suite 114 St. Augustine, FL 32092

Invoice

Invoice #: 2

Invoice Date: 4/1/25

Due Date: 4/1/25

Case:

P.O. Number:

Bill To:

Coastal Ridge CDD

Description	Hours/Qty	Rate	Amount
Management Fees - April 2025		3,750.00	3,750.00
Website Administration - April 2025		100.00	100.00
Information Technology - April 2025		150.00	150.00
Copies		29.25	29.25
ReAlign Purchase - CoastalRidgeCDD.com Website Creation		1,750.00	1,750.00
EGIS Însurance Purchase - Policy #1001241208 (2/6/25 - 10/01/25) New Business Package		2,973.00	2,973.00
ReAlign and Egis Ins has already been requested on FR #1			

Total	\$8,752.25	
Payments/Credits		
Balance Due	\$8,752.25	