



**CENTRAL PARC  
COMMUNITY DEVELOPMENT  
DISTRICT**

**SARASOTA COUNTY**

**LANDOWNERS' MEETING &  
REGULAR BOARD MEETING  
NOVEMBER 1, 2022  
2:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.centralparccdd.org](http://www.centralparccdd.org)

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

**AGENDA**  
**CENTRAL PARC**  
**COMMUNITY DEVELOPMENT DISTRICT**  
19503 S. West Villages Parkway #A4  
Venice, Florida 34293  
**LANDOWNERS' MEETING**  
November 1, 2022  
2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Election of Chair for Landowners' Meeting
- E. Election of Secretary for Landowners Meeting
- F. Election of Supervisors
  - 1. Determine Number of Voting Units Represented or Assigned by Proxy.....Page 2
  - 2. Nomination of Candidates
  - 3. Casting of Ballots.....Page 3
  - 4. Ballot Tabulations
- G. Certification of the Results
- H. Landowners' Comments
- I. Adjourn

## Miscellaneous Notices



Published in Sarasota Herald-Tribune on October 13, 2022

### Location

Sarasota County,

### Notice Text

NOTICE OF LANDOWNERS MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Central Parc Community Development District ( District ) the location of which is generally described as comprising a parcel or parcels of land containing approximately 207.561 acres, located south of Appomattox Drive, north of Tamiami Trail, east of North Port Boulevard, and west of South Sumter Boulevard, in the City of North Port, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District s Board of Supervisors ( Board , and individually, Supervisor ). Immediately following the landowners meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022

TIME: 2:00 PM

PLACE:

19503 S West Villages Parkway  
Meeting across from Suite A14  
Venice, Florida 34293

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Special District Services, Inc., located at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (877) 737-4922 ( District Manager s Office ). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner s proxy. At the landowners meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

William Crosley

District Manager

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

[www.centralparccdd.org](http://www.centralparccdd.org)

PUBLISH: SARASOTA HERALD TRIBUNE 10/13/22 & 10/20/22; #7901893

**LANDOWNER PROXY**

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
SARASOTA COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Central Parc Community Development District to be held at 19503 S. West Villages Parkway #A4, Venice, Florida 34293, on November 1, 2022, at 2:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT**  
**SARASOTA COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER 1, 2022**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Central Parc Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**AGENDA**  
**CENTRAL PARC**  
**COMMUNITY DEVELOPMENT DISTRICT**  
19503 S. West Villages Parkway #A4  
Venice, Florida 34293  
**REGULAR BOARD MEETING**  
November 1, 2022  
2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 5
- C. Seat New Board Members
- D. Administer Oath of Office & Review Board Member Responsibilities and Duties
- E. Establish Quorum
- F. Election of Officers
  - Chairman
  - Vice Chairman
  - Secretary/Treasurer
  - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public
- I. Approval of Minutes
  - 1. August 16, 2022 Regular Board Meeting & Public Hearing.....Page 6
- J. Old Business
- K. New Business
  - 1. Consider Resolution No. 2022-09 – Adopting a Fiscal Year 2021/2022 Amended Budget...Page 10
  - 2. Consider Approval of Fiscal Year 2022/2023 Budget Funding Agreement.....Page 13
- L. Administrative Matters
- M. Staff Reports
  - 1. District Manager
  - 2. District Counsel
  - 3. District Engineer
- N. Comments from the Public for Items Not on the Agenda
- O. Board Members Comments
- P. Adjourn

## Miscellaneous Notices



Published in Sarasota Herald-Tribune on October 13, 2022

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Sarasota County,

### Notice Text

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William Crosley  
District Manager

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
www.centralparccdd.org

PUBLISH: SARASOTA HERALD TRIBUNE 10/13/22 & 10/20/22; #7901893

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
AUGUST 16, 2022**

**A. CALL TO ORDER**

The Regular Board Meeting of the Central Parc Community Development District (the “District”) was called to order at 2:00 p.m. in the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Sarasota Herald Tribune* on October 6, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman Mark Gerenger	Present
Vice Chairman	Vacant
Supervisor Jonathan Hunter	Present
Supervisor Sean Landers	Present
Supervisor James Blucher	Present

Staff in attendance were:

William Crosley	District Manager	Special District Services, Inc.
Michael Eckert (via phone)	District Counsel	Kutak Rock LLP
Peter Van Buskirk (via phone)	District Engineer	Kimley-Horn and Associates, Inc.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC**

There were no comments from the public.

**F. APPROVAL OF MINUTES**

**1. May 17, 2022, Regular Board Meeting**

A **motion** was made by Mr. Blucher, seconded by Mr. Gerenger and passed unanimously approving the minutes of the May 17, 2022, Regular Board Meeting, as presented.



**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2022-06 – Resetting the Public Hearing Date to Adopt Fiscal Year 2022/2023 Final Budget**

Resolution No. 2022-06 was presented, entitled:

**RESOLUTION NO. 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2022-01; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022/2023 FINAL BUDGET AND ASSESSMENTS AND AUTHORIZING THE SECRETARY AND DISTRICT MANAGER TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

The Board previously adopted Resolution 2022-05 on May 17, 2022, which set the date for the public hearing on the final budget for July 19, 2022, however, due to an unforeseen inability of the Board to establish a quorum for that date, the public hearing had to be publicly rescheduled and re-advertised. This resolution officially amends the previously determined public hearing date to today, August 16, 2022, and with proper legal advertisement already coordinated by District staff. It was noted that approval of this resolution allows for the final budget hearing to be held today.

Chairman Gerenger excused himself temporarily from the meeting at 2:06 p.m. and was not present for this vote.

A **motion** was made by Mr. Blucher, seconded by Mr. Hunter adopting Resolution No. 2022-06, setting the public hearing for today, August 16, 2022, as presented.

**2. Consider Resolution No. 2022-07 – Adopting a Fiscal Year 2022/2023 Meeting Schedule**

Resolution No. 2022-07 was presented, entitled:

**RESOLUTION NO. 2022-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously adopting Resolution No. 2022-07, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

**I. PUBLIC HEARING**  
**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Sarasota Herald Tribune* on July 27, 2022, and August 3, 2022, as legally required.

**2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget**

There was no public comment on Fiscal Year 2022/2023 Final Budget.

**3. Consider Resolution No. 2022-08 – Adopting a Fiscal Year 2022/2023 Final Budget**

Resolution No. 2022-08 was presented, entitled:

**RESOLUTION 2022-08**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

The figures represented in the final budget are the same figures that the Board approved in the FY 2022/23 Proposed Budget meeting on May 17, 2022, for a total of \$101,531. At this time, the budget is fully funded by the Developer, as there are currently no residents in the District.

There were no questions or comments from the Board.

A **motion** was made by Mr. Blucher, seconded by Mr. Hunter and passed unanimously adopting Resolution No. 2022-08, as presented.

The Public Hearing was then closed the Regular Board Meeting was reconvened.

**J. ADMINISTRATIVE MATTERS**

Mr. Crosley noted that the next meeting was scheduled for September 20, 2022.

**K. STAFF REPORTS**  
**1. District Manager**

There was no Staff Report at this time.

**2. District Counsel**

Mr. Eckert noted that he would be preparing a developer budget funding agreement for the 2022-2023 budget, and that there was new legislation that may allow the District to save money on the cost of

running legal advertisements on a government website instead of a hard copy advertisement in the newspaper. Mr. Eckert went on to state that Sarasota County would need to implement and operate a new website where future legal ads could be advertised. Mr. Eckert indicated he would monitor the County's progress on the proposed website and would report back to the Board if that option becomes available.

### **3. District Engineer**

Mr. Van Buskirk reported that the Department of Environmental Protection requested the cooperation of certain special districts in the development of a report to the State Legislature identifying basin-level flooding assessments and related planning efforts. Mr. Van Buskirk indicated that since the District was not responsible for management and maintenance of inlets and intracoastal waterways, operation and maintenance of a potable water facility, or maintenance of a wastewater facility, it would not be required to provide a report.

#### **L. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

#### **M. BOARD MEMBER COMMENTS**

There were no comments from the Board Members.

#### **N. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Blucher, seconded by Mr. Landers and passed unanimously adjourning the meeting at 2:30 p.m.

**ATTESTED BY:**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chair

**RESOLUTION NO. 2022-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Central Parc Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 1<sup>st</sup> day of November, 2022.

**ATTEST:**

**CENTRAL PARC  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Central Parc  
Community Development District

**Amended Final Budget For  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**

**AMENDED FINAL BUDGET**  
**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
<b>REVENUES</b>			
O&M Assessments	0	0	0
Developer Contribution	101,811	50,322	50,322
Debt Assessments	0	0	0
Interest Income	0	0	4
<b>Total Revenues</b>	<b>\$ 101,811</b>	<b>\$ 50,322</b>	<b>\$ 50,326</b>
<b>EXPENDITURES</b>			
Supervisor Fees	0	0	0
Engineering/Inspections/Report	7,000	4,000	1,675
Management	24,336	24,336	24,336
Legal	40,000	8,500	4,193
Assessment Roll	4,000	0	0
Audit Fees	4,000	3,500	3,500
Arbitrage Rebate Fee	0	0	0
Insurance	5,500	5,175	5,175
Legal Advertisements	12,500	3,000	1,160
Miscellaneous	1,500	750	67
Postage	300	150	136
Office Supplies	1,500	250	218
Dues & Subscriptions	175	175	175
Trustee Fees	0	0	0
Continuing Disclosure Fee	0	0	0
Website Management	1,000	1,000	1,000
<b>Total Expenditures</b>	<b>\$ 101,811</b>	<b>\$ 50,836</b>	<b>\$ 41,635</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (514)</b>	<b>\$ 8,691</b>
Bond Payments	0	0	0
<b>BALANCE</b>	<b>\$ -</b>	<b>\$ (514)</b>	<b>\$ 8,691</b>
County Appraiser & Tax Collector Fee	0	0	0
Discounts For Early Payments	0	0	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (514)</b>	<b>\$ 8,691</b>
Carryover From Prior Year	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (514)</b>	<b>\$ 8,691</b>

Fund Balance As Of 9/30/2021
Projected FY 2021/2022 Activity
Fund Balance As Of 9/30/2022

\$21,253
(\$514)
\$20,739

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022-2023 BUDGET FUNDING AGREEMENT**

**THIS AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**Central Parc Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and

**Sabal Trace Development Partners, LLC**, a Florida limited liability company, with a mailing address of 521 NE Spanish Trail, Boca Raton, Florida 33432 (“Developer” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by Ordinance No. 2020-04, adopted by the City Commission of the City of North Port, Florida, effective as of February 25, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, 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 portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference (“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**, the District is adopting its general fund budget for the fiscal year 2022-2023, which fiscal year 2022-2023 will commence on October 1, 2022, and concludes on September 30, 2023 (“Budget”); and

**WHEREAS**, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, 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 **Exhibit B**; and

**WHEREAS**, the Developer agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Developer has 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 Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, the Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **RECITALS**. The recitals stated above are true and correct and by this reference is incorporated herein as a material part of this Agreement.

2. **FUNDING**. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budget as shown on **Exhibit B** to be adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. **CONTINUING LIEN**. District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorney's fees, paralegal fees, expenses, and court costs, incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2022/2023 Budget" in the public records of Sarasota County, Florida ("County"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2022/2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the



Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

**4. ALTERNATIVE COLLECTION METHODS.** This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides the Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to levy and 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 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

**5. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between 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.

**6. 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. **ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which consent shall not be unreasonably withheld, conditioned or delayed.

8. **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 specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 4 above.

9. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** 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. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

10. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Sarasota County, Florida.

11. **ARM'S LENGTH TRANSACTION.** 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 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.

12. **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, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. The Developer acknowledges that the designated public records custodian for the District is William Crosley ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the

contract term and following the contract term if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 244-2805, WCROSLY@SDSINC.ORG, OR 19503 S. WEST VILLAGES PARKWAY, #A3, VENICE, FLORIDA 34293.**

**13. EFFECTIVE DATE.** This Agreement shall be effective after execution by both Parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**14. 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.

*[Remainder of this page left intentionally blank]*

**IN WITNESS WHEREOF**, the Parties execute this Agreement the day and year first written above.

ATTEST:

**CENTRAL PARC COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

WITNESS:

**SABAL TRACE DEVELOPMENT  
PARTNERS, LLC**, a Florida limited liability  
company

By: Fields-Realty, LLC  
Its: Manager

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Manager

\_\_\_\_\_  
Print Name

**Exhibit A:** Property Description

**Exhibit B:** Fiscal Year 2022-2023 General Fund Budget

## Exhibit A

### Property Description

#### PARCEL I

A PORTION OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOF RECORDED IN PLAT BOOK 19 AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE S.21°12'00"W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE;

THENCE CONTINUE S.21°12'00"W., ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, A DISTANCE OF 233.67 FEET TO THE POINT OF BEGINNING;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 674.01 FEET TO THE POINT OF CURVATURE OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID CURVE BEARING N.76°21'08"E.;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 65°22'48" A DISTANCE OF 313.80 FEET TO A POINT ON THE ARC OF SAID CURVE;

THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 707.14 FEET;

THENCE S.67°08'07"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 128.83 FEET;

THENCE S.62°59'35"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 101.03 FEET;

THENCE S.76°21'08"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 511.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING S.52°35'23"E.;

THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 113°47'29", A DISTANCE OF 446.86 FEET TO A POINT ON THE ARC OF SAID CURVE; THENCE LEAVING THE ARC OF SAID CURVE, N.76°21'08"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 213.08 FEET;

THENCE S.13°38'52"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 330.63 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 28, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.89°31'55"E., A DISTANCE OF 802.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 28 WHICH IS COMMON TO THE SOUTHEAST CORNER OF SECTION 29, THE NORTHEAST CORNER OF SECTION 32 AND THE NORTHWEST CORNER OF SECTION 33 ALL IN SAID TOWNSHIP 39 SOUTH, RANGE 21 EAST; THENCE CONTINUE S.13°38'52"E. ALONG SAID WESTERLY BOUNDARY OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE A DISTANCE OF 58.18 FEET;

THENCE S.44°30'00"E., ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 300.40 FEET TO THE SOUTHEASTERLY CORNER OF LOT 18, BLOCK ONE, AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE WHICH IS THE MOST NORTHERLY CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE, PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGES 50 AND 50A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT THREE THE FOLLOWING 4 COURSES, S.45°30'00"W. A DISTANCE OF 60.00 FEET;

THENCE S. 09°08'12"E. A DISTANCE OF 331.05 FEET;  
 THENCE S.02°52'43"W. A DISTANCE OF 931.00 FEET;  
 THENCE S.27°52'00"W. A DISTANCE OF 252.17 FEET TO THE POINT OF CURVATURE OF A  
 156.17 FOOT RADIUS CURVE TO THE RIGHT, WITH THE CENTER POINT OF SAID CURVE  
 BEARING N.62°08'00"W.;  
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 57°12'10", A DISTANCE OF 155.92 FEET TO A POINT OF REVERSE CURVATURE  
 WITH A 275.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT OF SAID  
 CURVE BEARING S.04°55'50"E.;  
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY  
 BOUNDARY THROUGH A CENTRAL ANGLE OF 64°25'44" A DISTANCE OF 309.24 FEET TO  
 THE SOUTHWEST CORNER OF AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB  
 UNIT THREE WHICH IS ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD  
 AVENUE (100 FEET WIDE) AS PLATTED IN NORTH PORT CHARLOTTE COUNTRY CLUB UNIT  
 TWO, PER PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGES 37 AND 37A THROUGH  
 37C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;  
 THENCE N.69°21'34"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF  
 68.97 FEET TO THE SOUTHEAST CORNER OF BLOCK 3 IN SAID NORTH PORT CHARLOTTE  
 COUNTRY CLUB UNIT TWO;  
 THENCE ALONG THE BOUNDARY OF SAID BLOCK 3 THE FOLLOWING 12 COURSES,  
 N.15°29'25"W. A DISTANCE OF 361.35 FEET TO THE POINT OF CURVATURE OF A 685.00  
 FOOT RADIUS CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.74°30'35"E.;  
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 21°28'36", A DISTANCE OF 256.76 FEET TO A POINT OF TANGENCY;  
 THENCE N.05°59'11"E., A DISTANCE OF 117.89 FEET TO THE POINT OF CURVATURE OF A  
 3,000.00 FOOT RADIUS CURVE TO THE LEFT WITH THE CENTER POINT BEARING  
 S.84°00'49"E.;  
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  
 05°55'49", A DISTANCE OF 310.51 FEET TO A POINT OF TANGENCY;  
 THENCE N.00°03'22"E. A DISTANCE OF 132.71 FEET TO A POINT ON THE ARC OF A 1,260.00  
 FOOT RADIUS NON-TANGENT CURVE WITH THE CENTER POINT BEARING N.53°46'43"E.;  
 THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 17°18'44", A DISTANCE OF 380.72 FEET;  
 THENCE LEAVING THE ARC OF SAID CURVE N.79°14'40"W. A DISTANCE OF 148.65 FEET;  
 THENCE S.25°37'28"W. A DISTANCE OF 76.15 FEET TO A POINT ON THE EAST LINE OF  
 SECTION 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST BEARING S.00°31'18"E. A DISTANCE OF  
 576.55 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32 AS REFERENCED ON  
 THE AFORESAID RECORDED PLAT;  
 THENCE CONTINUE S.25°37'28"W. A DISTANCE OF 352.40 FEET TO THE POINT OF  
 CURVATURE OF A 1,800.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTER POINT  
 BEARING N.64°22'32"W.;  
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 21°25'11", A DISTANCE OF 672.92 FEET TO A POINT OF TANGENCY;  
 THENCE S.47°02'39"W. A DISTANCE OF 314.34 FEET;  
 THENCE S.19°12'49" E. A DISTANCE OF 229.37 FEET TO THE SOUTHWEST CORNER OF  
 AFORESAID BLOCK 3 ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE  
 AS SHOWN ON SAID RECORDED PLAT OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT  
 TWO;  
 THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE AS  
 DESCRIBED IN OFFICIAL RECORDS BOOK 1697, PAGES 929 AND 930, PUBLIC RECORDS OF  
 SARASOTA COUNTY, FLORIDA THE FOLLOWING 3 COURSES S.70°47'11"W. A DISTANCE OF  
 69.44 FEET TO THE POINT OF CURVATURE OF A 350.00 FOOT RADIUS CURVE TO THE  
 RIGHT WITH THE CENTER POINT BEARING N.19°12'49"W.;  
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 39°53'10" A DISTANCE OF 243.65 FEET TO A POINT OF TANGENCY;  
 THENCE N.69°19'39"W. A DISTANCE OF 1041.94 FEET;

THENCE LEAVING THE RIGHT-OF-WAY OF GREENWOOD AVENUE N.22°14'25"W. A  
 DISTANCE OF 232.52 FEET;  
 THENCE N.05°09'40"E. A DISTANCE OF 133.96 FEET;  
 THENCE N.09°47'12"E. A DISTANCE OF 637.41 FEET;  
 THENCE N.00°27'44"W. A DISTANCE OF 252.77 FEET;  
 THENCE N.00°07'11"W. A DISTANCE OF 230.00 FEET;  
 THENCE N.42°58'51 "W. A DISTANCE OF 196.78 FEET;  
 THENCE S.89°14'59"W. A DISTANCE OF 85.60 FEET;  
 THENCE N.42°12'50"W. A DISTANCE OF 109.58 FEET;  
 THENCE N.23°18'07"W. A DISTANCE OF 150.51 FEET;  
 THENCE N.65°05'38"W. A DISTANCE OF 109.88 FEET;  
 THENCE N.20°00'36"W. A DISTANCE OF 69.50 FEET;  
 THENCE N.05°33'24"E. A DISTANCE OF 92.98 FEET;  
 THENCE N.31°38'55"E. A DISTANCE OF 122.29 FEET;  
 THENCE N.51°57'16"E. A DISTANCE OF 77.05 FEET;  
 THENCE N.14°47'40"E. A DISTANCE OF 125.91 FEET;  
 THENCE N.38°14'00"E. A DISTANCE OF 60.72 FEET;  
 THENCE N.24°07'41"W. A DISTANCE OF 386.77 FEET;  
 THENCE N.05°55'09"E. A DISTANCE OF 164.43 FEET;  
 THENCE N.88°58'08"W. A DISTANCE OF 227.04 FEET;  
 THENCE S.39°01'51 "W. A DISTANCE OF 217.73 FEET;  
 THENCE S.82°22'06"W. A DISTANCE OF 608.57 FEET;  
 THENCE S.89°17'43"W. A DISTANCE OF 28.34 FEET;  
 THENCE S.44°21'26"W. A DISTANCE OF 50.00 FEET;  
 THENCE N.45°48'39"W. A DISTANCE OF 249.21 FEET;  
 THENCE S.89°59'18"W. A DISTANCE OF 69.98 FEET;  
 THENCE N.62°19'34"W. A DISTANCE OF 87.07 FEET TO A POINT ON THE ARC OF A 3,136.58  
 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING S.84°15'00"E.;  
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 04°29'49", A DISTANCE OF 246. 18 FEET;  
 THENCE S.79°45'11"E., RADIAL TO THE LAST CURVE, A DISTANCE OF 76.60 FEET TO A  
 POINT ON THE ARC OF A 290.00 FOOT RADIUS CURVE WITH THE CENTER POINT BEARING  
 S.79°45'11"E.;  
 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  
 OF 49°34'49", A DISTANCE OF 250.95 FEET;  
 THENCE N.59°49'38"E. A DISTANCE OF 476.48 FEET;  
 THENCE S.81°06'29"E. A DISTANCE OF 281.17 FEET;  
 THENCE N.52°22'52"E. A DISTANCE OF 236.57 FEET;  
 THENCE N.18°50'44"W. A DISTANCE OF 162.44 FEET;  
 THENCE N.18°59'48"E. A DISTANCE OF 266.03 FEET TO THE POINT OF CURVATURE OF A  
 230.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING  
 N.71°00'12"W.;  
 THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 40°18'09", A DISTANCE OF 161.78 FEET;  
 THENCE LEAVING SAID CURVE N.45°26'23"E. A DISTANCE OF 203.80 FEET;  
 THENCE N.89°59'57"E. A DISTANCE OF 190.00 FEET;  
 THENCE S.45°34'34"E. A DISTANCE OF 423.96 FEET;  
 THENCE S.27°44'18"E. A DISTANCE OF 270.11 FEET;  
 THENCE S.07°51'12"E. A DISTANCE OF 878.24 FEET TO THE POINT OF CURVATURE OF A  
 290.00 FOOT RADIUS CURVE TO THE LEFT, WITH THE CENTER POINT BEARING  
 N.82°09'11"E.;  
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  
 OF 59°09'44", A DISTANCE OF 299.45 FEET;  
 THENCE LEAVING SAID CURVE S.00°00'00"E. A DISTANCE OF 150.00 FEET;  
 THENCE S.08°00'44"E. A DISTANCE OF 265.03 FEET;  
 THENCE S.82°19'14"E. A DISTANCE OF 73.49 FEET;

THENCE S.20°34'37"E. A DISTANCE OF 373.99 FEET;  
THENCE S.25°20'41"W. A DISTANCE OF 276.53 FEET;  
THENCE S.25°53'48"E. A DISTANCE OF 179.85 FEET;  
THENCE S.72°42'22"E. A DISTANCE OF 432.37 FEET;  
THENCE N.73°47'42"E. A DISTANCE OF 159.34 FEET;  
THENCE N.19°41'55"E. A DISTANCE OF 430.17 FEET;  
THENCE N.36°26'12"W. A DISTANCE OF 776.03 FEET;  
THENCE N. 10°04'09"E. A DISTANCE OF 206.48 FEET;  
THENCE N.56°34'31"E. A DISTANCE OF 149.54 FEET;  
THENCE N.24°42'09"E, A DISTANCE OF 550.36 FEET;  
THENCE N.75°57'50"E. A DISTANCE OF 206.16 FEET;  
THENCE S.54°34'16"E. A DISTANCE OF 317.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,019,275 SQUARE FEET, OR 207.054 ACRES, MORE OR LESS

TOGETHER WITH;

PARCEL IV:

A PORTION OF SECTION 29, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, PER PLAT THEREOF RECORDED IN PLAT BOOK 19, AT PAGES 32 AND 32-A THROUGH 32-C IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.21°12'00"W. A DISTANCE OF 80.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 60, BLOCK ONE IN THE AFORESAID NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE, SAID NORTHWESTERLY CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD AS PLATTED IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, AS RECORDED IN PLAT BOOK 2 L AT PAGES 13, 13-A THROUGH 13-NN IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE CONTINUE S. 21°12'00"W. A DISTANCE OF 233.67 FEET TO THE NORTHERLY BOUNDARY OF SABAL TRACE COUNTRY CLUB;

THENCE N.54°34'16"W., A DISTANCE OF 103.17 FEET;

THENCE LEAVING SAID NORTHERLY BOUNDARY N.21°12'00"E., A DISTANCE OF 208.31 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF APPOMATTOX BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S.68°48'00"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,100 SQUARE FEET, OR 0.507 ACRES, MORE OR LESS.

HAVING A COMBINED TOTAL AREA OF 9,041,375 SQUARE FEET, OR 207.561 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE WHERE THE WEST LINE OF BLOCK 1, NORTH PORT CHARLOTTE COUNTRY CLUB UNIT ONE BEARS S.13°28'34"E.



**Exhibit B**

**FY2022-2023 General Fund Budget**

**FINAL BUDGET**  
 CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT  
 FISCAL YEAR 2022/2023  
 OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
<b>REVENUES</b>	
O&M Assessments	0
Developer Contribution	101,531
Debt Assessments	0
Interest Income	0
<b>TOTAL REVENUES</b>	<b>\$ 101,531</b>
<b>EXPENDITURES</b>	
Supervisor Fees	0
Engineering/Inspections/Report	7,000
Management	25,056
Legal	40,000
Assessment Roll	4,000
Audit Fees	4,000
Arbitrage Rebate Fee	0
Insurance	5,500
Legal Advertisements	11,500
Miscellaneous	1,500
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Website Management	1,000
Trustee Fees	0
Continuing Disclosure Fee	0
<b>TOTAL EXPENDITURES</b>	<b>\$ 101,531</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ -</b>
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>