



**CENTRAL PARC
COMMUNITY DEVELOPMENT
DISTRICT**

SARASOTA COUNTY

**REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 30, 2023
2:00 P.M.**

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

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
Meeting Room across from Suite A14
Venice, Florida 34293
REGULAR BOARD MEETING & PUBLIC HEARING
August 30, 2023
2:00 P.M.

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- D. Additions or Deletions to Agenda
- E. Comments from the Public
- F. Approval of Minutes
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Publication Date
2023-08-18

Subcategory
Miscellaneous Notices

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Central Parc Community Development District (District) will hold a public hearing on August 30, 2023, at 2:00 p.m. at the Office of Special District Services, Inc., 19503 S. West Villages Parkway, meeting room across from Suite A14, Venice, Florida 34293, for the purpose of hearing comments and objections on the adoption of the proposed budget (Proposed Budget) of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (Fiscal Year 2023/2024). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 19503 S. West Villages Parkway, #A4, Venice, Florida 34293, (941) 244-2805 (District Managers Office), during normal business hours, or by visiting the Districts website at www.centralparccdd.org.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. 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 Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

William Crosley

District Manager

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
www.centralparccdd.org

Pub: 8/11/23; 8/18/23; #9147417

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 20, 2023**

A. CALL TO ORDER

The Regular Board Meeting of the Central Parc Community Development District (the “District”) scheduled for 2:00 p.m. was delayed due to lack of quorum and was called to order at 3:30 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 June 13, 2023, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

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

Staff in attendance were:

| | | |
|-------------------------------|-------------------|---------------------------------|
| William Crosley | District Manager | Special District Services, Inc. |
| Michael Eckert | District Counsel | Kutak Rock LLP |
| Misty Taylor (via phone) | Bond Counsel | Bryant Miller Olive P.A. |
| Peter Van Buskirk (via phone) | District Engineer | Kimley-Horn |

Also present was via phone was Sara Zare.

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 16, 2023, Regular Board Meeting

A **motion** was made by Mr. Landers seconded by Mr. Blucherr and passed unanimously approving the minutes of the May 16, 2023, Regular Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Second Supplement to Engineer's Report

Mr. Van Buskirk presented the report and noted that the CDD would only be funding the residential areas, not the commercial areas in the District. Some infrastructure benefits and serves only the residential lands and some infrastructure has a shared benefit for the commercial and residential.

This second supplement does not add any additional costs or infrastructure to the project, but instead is intended to set forth the portion of the project to be funded by the District's issuance of the Series 2023 bonds. There are two distinct areas in the District defined as Residential and Mixed-Use lands. The Engineer's Report provides a total cost of infrastructure to be \$23,683,595 with \$20,387,418 associated with the residential lands consisting of 272 villa homes and 228 single family homes and \$3,296,177 associated with mixed use land costs.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously approving the Second Supplemental to the Engineer's Report, as presented.

2. Consider Preliminary Form of Supplemental Assessment Methodology

Mr. Karmeris presented the Supplemental Assessment Methodology Report. He noted that there are costs provided in the report that provide a total cost of infrastructure to be \$23,683,595. Bond sizing in the amount of \$8,360,000. A developer contribution in lieu of assessment credit to achieve target assessments in the amount of \$525,691.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously approving the Preliminary Form of Supplemental Assessment Methodology, in substantial form, for the purpose of including this report in the offering document. A final document will be approved once the final bond terms are provided.

3. Consider Form of Completion Agreement

Mr. Eckert presented the form of Completion Agreement between the District and the Developer, which explained that once bond funds are used, the developer will be responsible to complete and fund any additional public infrastructure in the 2023 Project.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously approving the Completion Agreement, in substantial form with the understanding that there will be updates once the actual terms of the bond are known.

4. Consider Form of Acquisition Agreement

The developer has already begun to construct infrastructure and the District will eventually acquire that completed infrastructure. Once the infrastructure has been completed and presented to the District, this agreement provides the framework of how these improvements will be funded, accepted and conveyed to the District.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously approving the Acquisition Agreement, in substantial form with the understanding that there will be updates once the actual terms of the bond are known.

5. Consider Form of True-Up Agreement

There are 272 villa homes and 228 single-family homes, which have been assigned an Equivalent Assessable Unit. A single-family home is assigned 1 EAU, and the villa homes are assigned .636 EAUs. If the developer constructs less than the specific number and type of units stated, the developer will be responsible to provide a “true up” payment to ensure that there is enough money to pay the bond holder.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously approving the True-Up Agreement, in substantial form with the understanding that there will be updates once the actual terms of the bond are known.

6. Consider Form of Collateral Assignment Agreement

This agreement provides that in the event the developer does not pay assessments and the property goes into foreclosure, the District can get the development rights to develop the property.

A **motion** was made by Mr. Landers, seconded by Mr. Hunter, and passed unanimously approving the Collateral Assignment Agreement, in substantial form.

7. Consider Form of Declaration of Consent to Jurisdiction

This document provides that the developer does not object to the assessment process and proceedings followed for the bond issuance.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously approving the Declaration of Consent to Jurisdiction, in substantial form.

8. Consider Form of Notice of Assessments

Once bonds are sold and closed, the Notice of Assessments will be recorded in the Official records of Sarasota County, which will indicate to a prospective buyer that the District has levied assessments on the Residential Lands to secure bonds and any person needing information needed for bond payoff or annual amounts should contact Special District Services, Inc.

A **motion** was made by Mr. Landers, seconded by Mr. Hunter, and passed unanimously approving the Notice of Assessments, in substantial form.

9. Consider Tri-Party Subordination Agreement

This agreement, required by the bond holders, provides that a mortgagee acknowledges that the Special Assessments will impose a statutory lien on the Property, superior to the lien of the Mortgage. The Mortgagee agrees that it will not assert against the District, the Trustee, or the holders of the Series 2023 Bonds, that the lien or payment of the Special Assessments will violate any provision of the Mortgage, or any other agreement made by the Landowner with or for the benefit of Mortgagee, in connection with the Mortgage or any indebtedness secured thereby. The Mortgagee further agrees that it will not in any

way contest the legality or the validity of the Special Assessments or contest or challenge the future levy or imposition of the Special Assessments or any of the proceedings to be conducted in connection therewith.

The agreement also provides, among other things, that if the Mortgagee becomes the fee simple owner of any portion of the Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, the Mortgagee recognizes that its title to such portion of the Property will be subject to all unpaid Special Assessments that encumber the Property.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously approving the Tri-Party Subordination Agreement, in substantial form.

10. Consider Resolution No. 2023-02 – Delegation Award Resolution

Resolution No. 2023-02 was presented, entitled:

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,600,000 AGGREGATE PRINCIPAL AMOUNT OF CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, IN ONE OR MORE SERIES (THE “SERIES 2023 BONDS”); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2023 BONDS; APPOINTING AN UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2023 BONDS AND AWARDING THE SERIES 2023 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2023 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND THE APPOINTMENT OF A DISSEMINATION AGENT; PROVIDING FOR THE APPLICATION OF SERIES 2023 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2023 BONDS; APPOINTING A TRUSTEE, BOND REGISTRAR AND PAYING AGENT; PROVIDING FOR THE REGISTRATION OF THE SERIES 2023 BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; DETERMINING CERTAIN DETAILS WITH RESPECT TO THE SERIES 2023 BONDS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Taylor presented the form of delegated award resolution. The Board authorized the issuance, sale, and delivery of Bonds in an aggregate principal amount not to exceed \$31,000,000, to be issued in one or more Series of Bonds as authorized under a Master Trust Indenture to be entered into between the District and U.S. Bank Trust Company, National Association, as trustee. The Series 2023 Bonds will be secured by Assessments levied upon lands specially benefitted by the Series 2023 Project (the “Series 2023 Assessments”) as more particularly described in the Assessment Methodology. Forms of First Supplemental Trust Indenture, Master Indenture, Bond Purchase Agreement, Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement have been submitted to the board with respect to issuance and sale of the 2023 series bonds. This resolution authorizes bonds to be issued in the amount not to exceed \$9,600,000 appoints MBS Capital Markets, LLC as underwriter. This resolution among other things, authorizes the Chair or Vice Chair to execute a purchase contract with a mature date no later than May 1, 2056, and authorize any changes to the limited offering memorandum, and financing documents.

A **motion** was made by Mr. Landers, seconded by Mr. Blucher, and passed unanimously adopting Resolution No. 2023-02, as presented.

I. ADMINISTRATIVE MATTERS

The next meeting dates are July 18, 2023, and August 15, 2023, at 2:00 PM. Depending on how the documents relative to bond issuance proceed, the July meeting may need to be pushed later to ensure all documentation is ready and complete.

J. STAFF REPORTS

1. District Manager

There was no further updates from the District Manager.

2. District Counsel

Mr. Eckert advised that he would be reaching out to the Board and the developer to discuss timing and documentation of acquisitions.

3. District Engineer

There were no further updates from the District Engineer.

K. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

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

L. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Landers, seconded by Mr. Blucher and passed unanimously adjourning the meeting at 4:24 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION NO. 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Central Parc Community Development District ("District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, SARASOTA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED AND EFFECTIVE THIS 30th DAY OF August, 2023.

ATTEST:

**CENTRAL PARC
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Central Parc Community Development District** will hold Regular Board Meetings at the offices of Special District Services located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293 at 2:00 p.m. on the following dates:

**October 17, 2023
November 21, 2023
December 19, 2023
January 16, 2024
February 20, 2024
March 19, 2024
April 16, 2024
May 21, 2024
June 18, 2024
July 16, 2024
August 20, 2024
September 17, 2024**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 941-244-2805 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 941-244-2805 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

www.centralparccdd.org

PUBLISH: Sarasota Herald Tribune 00/00/2023

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2023-01; AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2023/2024 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.

WHEREAS, the Board of Supervisors (“Board”) of the Central Parc Community Development District (the “District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and

WHEREAS, the Board previously adopted Resolution 2023-01 approving a proposed budget and setting a public hearing for July 18, 2023; and

WHEREAS, due to the unforeseen inability of the Board to secure a quorum for the scheduled public hearing, said public hearing had to be re-advertised and rescheduled; and

WHEREAS, the public hearing has been rescheduled for August 30, 2023, and all other requirements and filings associated with the preparation of the fiscal year budget have been completed.

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

1. Resolution No. 2023-01 is hereby amended to change the date and time of the Public Hearing to August 30, 2023 at 2:00 p.m. in the 19503 S. West Villages Parkway Center, Meeting Room across from Suite A14, Venice, Florida 34293, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with all applicable notice requirements.

PASSED, ADOPTED and EFFECTIVE this 30th day of August, 2023.

ATTEST:

**CENTRAL PARC
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

THIS AGREEMENT (this “Agreement”) is made and entered into this 30th day of August, 2023, 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 550 SE 5th Avenue, Apt. 304S, 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 2023-2024, which fiscal year 2023-2024 will commence on October 1, 2023, and concludes on September 30, 2024 (“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 2023/2024 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 2023/2024 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, #A4, 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: Authorized Member

Witness Signature

By: _____

Print Name

Its: Authorized Member

Exhibit A: Property Description

Exhibit B: Fiscal Year 2023/2024 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
FY2023-2024 General Fund Budget

Publication Date
2023-08-18

Subcategory
Miscellaneous Notices

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Central Parc Community Development District (District) will hold a public hearing on August 30, 2023, at 2:00 p.m. at the Office of Special District Services, Inc., 19503 S. West Villages Parkway, meeting room across from Suite A14, Venice, Florida 34293, for the purpose of hearing comments and objections on the adoption of the proposed budget (Proposed Budget) of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (Fiscal Year 2023/2024). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 19503 S. West Villages Parkway, #A4, Venice, Florida 34293, (941) 244-2805 (District Managers Office), during normal business hours, or by visiting the Districts website at www.centralparccdd.org.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. 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 Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

William Crosley

District Manager

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
www.centralparccdd.org

Pub: 8/11/23; 8/18/23; #9147417

RESOLUTION 2023-06

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, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Central Parc Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) 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 governing authorities 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 thereon 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 at least two (2) days before the public hearing; 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; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. 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.
- c. 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 Central Parc Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption 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 Fiscal Year 2023/2024, the sum of \$ 101,531 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 in the following fashion:

| | |
|--------------------|-------------------|
| TOTAL GENERAL FUND | \$ <u>101,531</u> |
| TOTAL ALL FUNDS | \$ <u>101,531</u> |

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 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 paragraph c. above are posted on the District’s website within five (5) days after adoption 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 30th DAY OF August 2023.

ATTEST:

**CENTRAL PARC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Central Parc
Community Development District

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET

FINAL BUDGET
CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

| | FISCAL YEAR 2023/2024 BUDGET |
|--------------------------------------|---|
| REVENUES | |
| O&M Assessments | 0 |
| Developer Contribution | 101,531 |
| Debt Assessments | 0 |
| Interest Income | 60 |
| | |
| TOTAL REVENUES | \$ 101,591 |
| | |
| EXPENDITURES | |
| Supervisor Fees | 0 |
| Engineering/Inspections/Report | 7,000 |
| Management | 25,800 |
| Legal | 40,000 |
| Assessment Roll | 4,000 |
| Audit Fees | 4,000 |
| Arbitrage Rebate Fee | 0 |
| Insurance | 5,500 |
| Legal Advertisements | 11,000 |
| Miscellaneous | 1,316 |
| Postage | 300 |
| Office Supplies | 1,500 |
| Dues & Subscriptions | 175 |
| Website Management | 1,000 |
| Trustee Fees | 0 |
| Continuing Disclosure Fee | 0 |
| | |
| TOTAL EXPENDITURES | \$ 101,591 |
| | |
| REVENUES LESS EXPENDITURES | \$ - |
| | |
| Bond Payments | 0 |
| | |
| BALANCE | \$ - |
| | |
| County Appraiser & Tax Collector Fee | 0 |
| Discounts For Early Payments | 0 |
| | |
| EXCESS/ (SHORTFALL) | \$ - |

DETAILED FINAL BUDGET
CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

| | FISCAL YEAR 2021/2022 ACTUAL | FISCAL YEAR 2022/2023 BUDGET | FISCAL YEAR 2023/2024 BUDGET | COMMENTS |
|--------------------------------------|------------------------------------|------------------------------------|------------------------------------|--|
| REVENUES | | | | |
| O&M Assessments | 0 | 0 | 0 | |
| Developer Contribution | 71,575 | 101,531 | 101,531 | Developer Contribution |
| Debt Assessments | 0 | 0 | 0 | |
| Interest Income | 5 | 0 | 60 | Interest Projected At \$5 Per Month |
| TOTAL REVENUES | \$ 71,580 | \$ 101,531 | \$ 101,591 | |
| EXPENDITURES | | | | |
| Supervisor Fees | 0 | 0 | 0 | |
| Engineering/Inspections/Report | 1,675 | 7,000 | 7,000 | |
| Management | 24,336 | 25,056 | 25,800 | CPI Adjustment (Capped At 3%) |
| Legal | 4,272 | 40,000 | 40,000 | |
| Assessment Roll | 0 | 4,000 | 4,000 | Will Commence Following Issuing Of Bond |
| Audit Fees | 3,500 | 4,000 | 4,000 | |
| Arbitrage Rebate Fee | 0 | 0 | 0 | Will Commence In Fiscal Year Following Issuing Of Bond |
| Insurance | 5,175 | 5,500 | 5,500 | Insurance Estimate |
| Legal Advertisements | 1,286 | 11,500 | 11,000 | |
| Miscellaneous | 37 | 1,500 | 1,316 | For Miscellaneous Expenditures |
| Postage | 136 | 300 | 300 | No Change From 2022/2023 Budget |
| Office Supplies | 218 | 1,500 | 1,500 | No Change From 2022/2023 Budget |
| Dues & Subscriptions | 175 | 175 | 175 | Annual Fee Due Department Of Economic Opportunity |
| Website Management | 1,000 | 1,000 | 1,000 | \$1,000 Per Year |
| Trustee Fees | 0 | 0 | 0 | Will Commence In Fiscal Year Following Issuing Of Bond |
| Continuing Disclosure Fee | 0 | 0 | 0 | Will Commence In Fiscal Year Following Issuing Of Bond |
| TOTAL EXPENDITURES | \$ 41,810 | \$ 101,531 | \$ 101,591 | |
| REVENUES LESS EXPENDITURES | \$ 29,770 | \$ - | \$ - | |
| Bond Payments | 0 | 0 | 0 | |
| BALANCE | \$ 29,770 | \$ - | \$ - | |
| County Appraiser & Tax Collector Fee | 0 | 0 | 0 | |
| Discounts For Early Payments | 0 | 0 | 0 | |
| EXCESS/ (SHORTFALL) | \$ 29,770 | \$ - | \$ - | |